Cir. Ct. 123
Oct 9. 1878

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~302.~~ 47

THE SECOND NATIONAL BANK OF SAINT LOUIS, PLAINTIFF IN ERROR,

vs.

THE GRAND LODGE OF THE STATE OF MISSOURI OF FREE AND ACCEPTED ANCIENT MASONS.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

FILED NOVEMBER 6, 1875.

SUPREME COURT OF THE UNITED STATES.

No. 302.

THE SECOND NATIONAL BANK OF SAINT LOUIS, PLAINTIFF IN ERROR,

vs.

THE GRAND LODGE OF THE STATE OF MISSOURI OF FREE AND ACCEPTED ANCIENT MASONS.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

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1 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judge of the circuit court of the United States for the eastern district of Missouri, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you, at the March term, 1875, thereof, between The Second National Bank of S't Louis, plaintiff, against The Grand Lodge of the State of Missouri of Free and Accepted Ancient Masons, defendant, a manifest error hath happened, to the great damage of the said Second National Bank of S't Louis, as by its complaint appears.

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, D. C., on the second Monday of October next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States, should be done.

Witness, the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 17th day of June, in the year of our Lord one thousand eight hundred and seventy-five.

Issued at office in the city of S't Louis, with the seal of the circuit court of the United States for the eastern district of Missouri, dated as aforesaid.

[SEAL.]

M. M. PRICE,
Clerk C. C. U. S. East. Dist. Missouri.
By C. M. WARD,
Deputy.

Allowed by—

SAMUEL TREAT,
Judge.

UNITED STATES OF AMERICA,
Eastern District of Missouri, ss:

In obedience to the command of the within writ, I herewith transmit to the Supreme Court of the United States a duly certified copy of the record and proceedings in the within-entitled cause, and all things concerning the same.

In witness whereof I hereto subscribe my name and affix the seal of said circuit court, at office in the city of S't Louis, this 14th day of July, 1875.

[SEAL.]

M. M. PRICE,
Clerk.
By C. M. WARD,
Deputy.

2 The United States of America to the Grand Lodge of the State of Missouri of Free and Accepted Ancient Masons, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, D. C., on the

second Monday of October next, pursuant to a writ of error, filed in the clerk's office of the circuit court of the United States for the eastern district of Missouri, wherein the Second National Bank of S't Louis is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the honorable Samuel Treat, judge of the circuit court of the United States for the eastern district of Missouri, this 17 day of June, in the year of our Lord one thousand eight hundred and seventy-five.

SAMUEL TREAT,
Judge United States Circuit Court, Eastern District of Missouri.

Service of the within is hereby acknowledged.
S't Louis, June 17, 1875.

DRYDEN & DRYDEN,
With S. R. HOLLIDAY.

R. E. ANDERSON & J. H. OWENS,
Att'ys for Def't.

3 In the circuit court of the United States for the eastern district of Missouri.

Be it remembered that heretofore, to wit, on the 24th day of February, A. D. 1874, there was filed in the office of the clerk of said court a certain petition in words and figures as follows, to wit:

Petition.

UNITED STATES OF AMERICA,
Eastern District of Missouri, ss:

In the circuit court of the United States in and for the eastern district of Missouri. March term, 1874.

THE SECOND NATIONAL BANK OF SAINT LOUIS, plaintiff,
vs.
THE GRAND LODGE OF THE STATE OF MISSOURI of Free and Accepted Ancient Masons, defendant.

The plaintiff states that it is a corporation having succession by the name of the Second National Bank of Saint Louis, and duly authorized, organized, and acting as a banking corporation under and by virtue of the laws of the United States, authorizing the formation of associations for carrying on the business of banking; and plaintiff was such corporation at the several times hereinafter mentioned.

4 That plaintiff is, and has been since its commencement as such corporation and association, established within said eastern district of Missouri, to wit, at S't Louis, Missouri; that the Masonic Hall Association is, and was at the several times hereinafter stated, a corporation duly authorized, organized, and acting under and by virtue of an act of the general assembly of the State of Missouri, entitled "An

second Monday of October next, pursuant to a writ of error, filed in the clerk's office of the circuit court of the United States for the eastern district of Missouri, wherein the Second National Bank of S't Louis is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the honorable Samuel Treat, judge of the circuit court of the United States for the eastern district of Missouri, this 17 day of June, in the year of our Lord one thousand eight hundred and seventy-five.

SAMUEL TREAT,
Judge United States Circuit Court, Eastern District of Missouri.

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S't Louis, June 17, 1875.

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Petition.

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vs.
THE GRAND LODGE OF THE STATE OF MISSOURI of Free and Accepted Ancient Masons, defendant.

The plaintiff states that it is a corporation having succession by the name of the Second National Bank of Saint Louis, and duly authorized, organized, and acting as a banking corporation under and by virtue of the laws of the United States, authorizing the formation of associations for carrying on the business of banking; and plaintiff was such corporation at the several times hereinafter mentioned.

That plaintiff is, and has been since its commencement as such
4 corporation and association, established within said eastern district of Missouri, to wit, at S't Louis, Missouri; that the Masonic Hall Association is, and was at the several times hereinafter stated, a corporation duly authorized, organized, and acting under and by virtue of an act of the general assembly of the State of Missouri, entitled "An

act to incorporate the Masonic Hall Association," approved February 12, 1853, and laws amendatory thereof; that under and by virtue of its charter, and the powers thereby conferred, and the laws applicable to said corporation, said Masonic Hall Association heretofore, to wit, June 5th, 1869, at said district, did, by its vice-president and secretary, thereunto duly authorized, and under its corporate seal, make seventy-five certain bonds, each in the words and figures following, to wit:

UNITED STATES OF AMERICA,
State of Missouri:

MASONIC HALL ASSOCIATION—FIVE-YEAR BOND.

The Masonic Hall Association (a corporation existing under the laws of the State of Missouri) promises to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, A. D. 1874, the sum of one hundred dollars, and interest, on said sum semi-annually at the rate of eight per centum per annum, to wit, four dollars on the first day of February and the like sum of four dollars on the first day of August in each year until ma-
5 turity of said principal sum, on presentation at said National Bank of the State of Missouri, in S't Louis, of the interest coupons hereto annexed respectively.

This is one of a series of three hundred bonds of like tenor and date, numbered from one to three hundred, respectively, all of which bonds are secured by deed of trust, executed by said Masonic Hall Association to Daniel G. Taylor, James H. Britton, and Calvin F. Bumes upon the lot of land fronting one hundred and thirty-five feet on the north side of Market street and one hundred and nine feet on the west side of Seventh street, being in S't Louis City, block No. 184, and the improvements and net-income thereof. This bond, at the pleasure of the holder, is convertible into stock of said corporation at par.

In witness whereof the said Masonic Hall Association has caused this bond to be executed by its president and secretary, under the seal of said corporation, at the city of S't Louis, this fifth day of June, A. D. 1869.

The above-recited deed of trust is recorded in the recorder's office of S't Louis County, Missouri.

And to each and every one of which were then and there annexed several coupons for the semi-annual interest thereon, which said several coupons were in the words and figures following, to wit:

6 "The Masonic Hall Association will pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of , 1874, being interest on bond No. ."

Each payable, however, on different days, that is to say, on the first day of February and the first day of August in each year respectively, and each of which said coupons was then and there annexed to said bonds at the execution thereof, and was made and executed by said association by its president and secretary signing said bonds under seal, as aforesaid, to which said coupons were severally annexed, and each coupon was signed by the treasurer of said association.

And said Masonic Hall Association did also, on said 5th day of June,

1869, under and by virtue of its charter, and the powers thereby conferred, and the laws applicable to said corporation, at said district, by its vice-president and secretary, thereunto duly authorized, and under its coporate seal, make two hundred and thirty-four certain other bonds of the same general tenor and effect as the seventy-four bonds hereinbefore described, except that said two hundred and thirty four bonds were for the sum of fifty dollars each, and to each and every one of said bonds last mentioned there was then and there annexed several coupons for the semi-annual interest thereon, which said coupons were to the
7 same general tenor and effect as the coupons hereinbefore described, except that the said coupons annexed to said two hundred and thirty-four bonds were for the sum of two dollars each, said coupons were annexed to said bonds at the execution thereof, and were made and executed by said association by its said president and secretary signing said bonds under seal as aforesaid, & which said coupons were severally annexed and signed by the treasurer of said association. And that there were executed at the same time with the above bonds, other bonds of like tenor & same series, aggregating in all sixty thousand dollars.

Plaintiff says that there had been made and issued by said Masonic Hall Association, prior to the execution of said bonds above described, that is to say, June 1, 1869, a certain set of bonds aggregating the amount of one hundred and forty thousand dollars on the face thereof; that said bonds for one hundred and forty thousand dollars and said bonds above described were made expressly to procure money to pay for, equip, and furnish a magnificent building and hall for the use of the different Masonic bodies of Saint Louis and the Grand Lodge of the State of Missouri, and said one hundred and forty thousand dollars of bonds and coupons had been secured by a deed of trust duly
8 made and executed by said association on the said real estate and hall, as were also said bonds and coupons above described.

But, as plaintiff further says, because of the precedence of said bonds and deed of trust for said 140,000 dollars of bonds, the said bonds above described, which were a part of sixty thousand dollars of bonds and coupons made at the same time with said bonds above described, said bonds and coupons were not saleable, and were about to prove unnegotiable in the market without further security.

And plaintiff further says that the order of Masons was composed of many companies of Masons throughout the State of Missouri, called lodges, which lodges were subordinate to & subject to representation in the body of Masons called the Grand Lodge of the State of Missouri, which Grand Lodge was accustomed to hold its sessions annually and oftener, as occasion might require, in and for the common interest and benefit of all the lodges of the State of Missouri, and to co-operate and combine with the other grand lodges of the United States, and that said Grand Lodge of the State of Missouri had a great and present interest, at the dates herein mentioned, in securing a place at once convenient, attractive, and imposing, to hold its sessions as aforesaid. And it was by said Masonic Hall Association and said Grand Lodge of Mis-
9 souri mutually contemplated and expected that from the funds and money to be obtained by the negotiation and sale of said bonds above described, such place or hall for assemblies of the Grand Lodge and other lodges of Masons would be obtained and secured.

And plaintiff further says, that said Grand Lodge of the State of Missouri was duly incorporated and organized under and by virtue of an act of the general assembly of the State of Missouri, entitled "An act

to incorporate the Grand Lodge of the State of Missouri of Free and Accepted Ancient Masons," approved February 13th, 1864, which said act was amended by an act entitled "An act to reconvey to the Grand Lodge of Ancient, Free, & Accepted Masons of the State of Missouri the college grounds and property of the Missouri Military Institute, at Lexington," approved March 22, 1870, and said Grand Lodge is located in said eastern district of Missouri. And that said Grand Lodge, having duly organized, acting as the Grand Lodge of Ancient, Free, & Accepted Masons of the State of Missouri, as well as by said corporate name, did, after said bonds above described were made, signed and sealed and executed, before the same were negotiated, in view of the premises, to aid in the building of said Masonic Hall for use of said Grand Lodge, said Masonic Hall Association, and the Masonic lodges of S't Louis, and to induce persons to whom said bonds might be offered for sale to purchase
10 the same, on the good faith and security of the promises of said Grand Lodge, at the 49th annual communication (or session) of said Grand Lodge, duly authorized, convened and held at S't Louis, at said district, to wit, October 14th, 1869, adopt resolutions in words and figures following, to wit:

"Resolved, That this Grand Lodge assume the payment of the two hundred thousand dollars bonds, issued by the Masonic Hall Association, provided that stock is issued to the Grand Lodge by said association to the amount of said assumption of payment by this Grand Lodge, as the said bonds are paid.

"Resolved, That a fund is hereby created in this Grand Lodge, to be called Masonic Hall Fund, and that the various subordinate lodges be required to pay into the hands of the grand secretary, for the purpose of said fund, the sum of one dollar per year for each member of said lodge, commencing at the next session of this Grand Lodge."

That said resolutions were adopted by a majority of the votes of the lodges composing said Grand Lodge, and thereupon were duly announced as adopted, and so recorded in the records of said Grand Lodge.

That the bonds above described were a part of said two hundred thousand dol ars of bonds in said resolutions mentioned. And plaintiff
11 says that thereupon said resolutions were made known by said Grand Lodge to all persons contemplating the purchase of said bonds, and that, among others, James H. Britton, a brother Mason, and in good standing, was by the said Grand Lodge authorized and requested to negotiate, sell, and convey said bonds, and particularly the bonds above described, on the faith and credit expressed and given under and by said resolutions adopted as aforesaid.

And plaintiff further says that said Masonic Hall Association did, afterwards, to wit, on the 28th day of October, 1869, accept the proposition embodied in the resolution of said Grand Lodge aforesaid, and that thereupon said seventy-five one-hundred dollar bonds, and said two hundred and thirty-four fifty-dollar bonds above described were, under and by means of the promises and agreements, faith and credit in and by said resolutions of said Grand Lodge expressed, negotiated and sold, and were, on the faith of said promises and agreements of defendant's, purchased by the plaintiff, and so came into the possession and ownership of the plaintiff, whose property the same now are.

And plaintiff further says that, by means of the premises, said defendant, the said Grand Lodge of the State of Missouri of Free and
12 Accepted Ancient Masons, did assume and promise to pay, according to the tenor and effect of the same, the said several bonds and coupons hereinbefore particularly described, to the bearer thereof,

as the same respectively became due and payable; that said coupons hereinbefore mentioned, that is to say, all the coupons numbered 6, 7, 8, 9, for four dollars each, due respectively in August, 1872, February, 1873, August, 1873, and February, 1874, on bonds for one hundred dollars each, dated June 5th, 1869, and numbered from one to seven (1 to 7), inclusive; all the coupons numbered 6, 7, 8, & 9, and for the sum of four dollars each, due respectively at the same dates last mentioned on bonds in said series numbered from ten to seventeen (10 to 17), both included; also those numbered from eighty-one to one hundred (81 to 100), both included; also those numbered from two hundred & one to two hundred & forty-one, both included; also those numbered from two hundred & fifty-one to two hundred and fifty-five, both included; also that numbered two hundred and fifty-six; also those numbered from two hundred and fifty-seven to two hundred and sixty, both included, amounting in all to the sum of thirteen hundred & sixty dollars, are each and all long since past due and unpaid; that said Masonic Hall Association hath refused to pay the same on demand, and that,

13 though often requested to pay same, said Grand Lodge, defendant, fails and refuses so to do.

And plaintiff says that, by reason of the premises, the defendant hath become and is liable to plaintiff for the amount of said several instalments of interest, and plaintiff therefore asks judgment against said defendant for said sums, in all fourteen hundred dollars, with interest from the date of the maturity of the said several instalments, damages and costs.

14, 15 2. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 1, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 1, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

3. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 1. which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

4. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 1; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

5. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 1, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and

there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

16 6. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouly, its secretary, and numbered 2, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 2, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

7. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 2, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by the plaintiff, are its property. That said association, though often requested, has failed and refused, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for

value received, and that the said coupon is now long past due; and though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

8. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 2; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

9. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 2, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff, as bearer, are its property. That said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

17 10. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 3, and here now to the court shown, promised to pay to John D. Vincil or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a

coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 3, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

11. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 3, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages; and that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

12. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 3; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages; and that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of

said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

13. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 3, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages; and that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often reque ted, neither said Masonic Hall Association nor said defendant has paid the same.

18 14. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 4, and here n ow to the court shown, promised to pay John D. Vineil or bearer, at the National Bank of the State of Missouri in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 4, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were nogotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often re-

quested, neither said Masonic Hall Association nor said defendant has paid the same.

15. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 4, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages; and that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

16. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 4; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages; and that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

17. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 4, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity

and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

19 18. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 5, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 5, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

19. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 5, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff, are its property. That said association, though often requested, has failed and refused, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said

bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

20. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 5; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

21. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 5, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff, as bearer, are its property. That said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

20 22. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 6, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the

first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 6, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

23. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 6, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff, are its property; that said association, though often requested, has failed and refused, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorize, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

24. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 6; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that

before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

25. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 6, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

21 26. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 7, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 7, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were

negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

27. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 7, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

28. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 7; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

29. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 7, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said

association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

22 30. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 10, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 10, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

31. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 10, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the

purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same: that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

32. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 10; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

33. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 10, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

23 34. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 11, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in

S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872; which time has elapsed, and said sum is past due.

That said bond, numbered 11, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

35. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 11, which time has elapsed and said sum is past due; that said bond and said coupon, now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

36. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed and said sum is past due, being interest on said bond numbered 11; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses to

pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due: and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

37. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 11, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

24 38. And for a further cause of action plaintiff says that, on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 12, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum; and plaintiff says that said association, at said district and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 12, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly author-

ized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

39. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 12, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

40. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 12; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

41. And for a further case of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 12,

which time has elapsed, and said sum is past due; that said bond and said coupon, now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

25 42. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 13, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 13, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

43. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 13, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses, to pay the same, and there is now due plaintiff on

said coupon the sum of four dollars, and interest and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

44. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 13; that said bond and said coupon now held by plaintiff, are its property: that said association, though often requested, has failed, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

45. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 13, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

26 46. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary,

and numbered 14, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 14, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

47. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 14, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

48. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 14; that said bond and said

coupon, now held by plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

49. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 14, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon was negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

27 50. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 15, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 15, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before

said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

51. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 15, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by the plaintiff, are its property. That said association, though often requested, has failed and refused, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

52. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 15; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

53. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the

National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 15, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by plaintiff as bearer, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

28 54. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 16, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 16, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

55. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 16, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff are its property. That said

association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

56. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 16; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

57. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1874, being interest and said bond numbered 16, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff, as bearer, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

29 58. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its

certain writting obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 17, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri in S't Louis, on the first day of August 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 17, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

59. And for a further cause of action plaintiff says that said Masonic Hall Association by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 17, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same: that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

60. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the

first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 17; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

61. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 17, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff, as bearer, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

30 62. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 81, and here now to the court shown, promised to pay to John D Vineil, or bearer, at the National Bank of the State of Missouri in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 81, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said

sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

63. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 81, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by the plaintiff, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

64. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 81; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

65. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by Will-

iam N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 81, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff, as bearer, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

31 66. And for a further cause of action plaintiff says that, on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 82, and here now to the court shown, promised to pay to John D. Vincil or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 82, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

67. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 82,

which time has elapsed, and said sum is past due; that said bond and said coupon, now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same; and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

68. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 82; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same; and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

69. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 82, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received; and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

32 70. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 83, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 83, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

71. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 83, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

72. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith

filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 83; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

73. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 83, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

33 74. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 84, and here now to the court shown, promised to pay to John D. Vineil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 84, and said coupon, now held by the plain-

tiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

75. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 84, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

76. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elasped, and the said sum is past due, being interest on said bond numbered 84; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

77. And for a further cause of action plaintiff says that said Masonic

Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 84; which time has elapsed, and said sum is past due; that said bond and said coupon, now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

34 78. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 85, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed and said sum is past due.

That said bond numbered 85, and said coupon now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

79. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is here-

with filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 85, which time has elapsed and said sum is past due. That said bond and said coupon now held by the plaintiff, are its property. That said association though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

80. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars on the first day of August, 1873, which time has elapsed and said sum is past due, being interest on said bond numbered 85; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested has failed, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

81. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars on the first day of February, 1874, being interest on said bond numbered 85, which time has elapsed and said sum is past due. That said bond and said coupon now held by plaintiff as bearer, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said

promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

35 82. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 86, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by W'm N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 86, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

83. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by W'm N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 86, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

84. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 86; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

85. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars on the first day of February, 1874, being interest on said bond numbered 86, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff as bearer are its property. That said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

86 86. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 87, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the

State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 87, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of said defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

87. And for a further cause of action plaintiff says that said Masonic Hall Assocation, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 87, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by the plaintiff, are its property. That said association, though often requested, has failed and refused, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

88. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 87; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and

that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

89. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 87, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by plaintiff as bearer, are its property. That said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchase l by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

37 90. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 88, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 88, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

91. And for a further cause of action plaintiff says that said Masonic

Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 88, which time has elapsed, and sai l sum is past due; that said bond and said coupon, now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the mak r, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

92. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, an l which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 88; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

93. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 88, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages; and that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, as-

sume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

38 94. And for a further cause of action plaintiff says that, on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 89, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer at the National Bank of the State of Missouri in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 89, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 89, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often re-

quested, neither said Masonic Hall Association nor said defendant has paid the same.

96. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 89; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages; and that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

97. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond, numbered 89, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

39 98. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouly, its secretary, and numbered 90, and here now to the court shown, pomised to pay to John D. Vineil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and

there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 90, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

99. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 90, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

100. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 90; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were

negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

101. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 90, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plantiff, as bearer, are its property. That said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

102. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 91, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 91, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and,

tho igh often requested, neither said Masonic Hall Association nor said defendant has paid the same.

103. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 91, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

104. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 91; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

105. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 91, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by plaintiff as bearer, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity

and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Mason c Hall Association nor said defendant has paid the same.

41 106. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 92, and here now to the court shown, promised to pay to John D. Vincil or bearer, at the National Bank of the State of Missouri in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed and said sum is past due.

That said bond numbered 92, and said coupon now held by the plaintiff, as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

107. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 92, which time has elapsed and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars and interest and damages. And that before said bond was negotiated to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond

and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

108. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 92; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

109. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of Februaay, 1874, being the interest on said bond numbered 92, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

42 110. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 93, and here now to the court shown, promised to pay to John D. Vincil or bearer, at the National Bank of the State of Missouri in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum.

And plaintiff says that said association at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 93, and said coupon now held by the plaintiff, as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

111. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 93, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

112. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 93; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated to secure said bond and induce the

purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

113. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 93, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

43 114. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 94, and here now to the court shown, promised to pay to John D. Vincil or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 94, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by

the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due, and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

115. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 94, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received; and that the said coupon is now long past due, and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

116. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 94; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

117. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 94, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff as bearer are its property; that said association, though often requested, has failed and refused, and still

fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

44 118. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 95, and here now to the court shown, promised to pay to John D. Vincil or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 95, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

119. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 95, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized,

did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

120. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 95; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promise to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

121. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 95, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff as bearer are its property; that said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

45 122. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 96, and here now to the court shown, promised to pay to John D. Vineil or bearer, at the National Bank of the State of Missouri in S't Louis, on the first day of August, 1874, the sum of one hundred dol-

lars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the the said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

The said bond numbered 96 and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

123. And for a further cause of action plaintiff says that said Masonic Hall association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 96, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused, and still fails and refuses to pay the same and there is now due plaintiff on said coupon the sum of four dollars and interest and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

124. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 96; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars,

and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

125. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 96, which time has elapsed and said sum is past due; that said bond and said coupon now held by plaintiff as bearer are its property; that said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same: that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

46 126. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 97, and here now to the court shown, promised to pay to John D. Vineil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is her with filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed and said sum is past due.

That said bond numbered 97 and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond

and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

127. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 97, which time has elapsed and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

128. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed and said sum is past due, being interest on said bond numbered 97; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

129. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 97, which time has elapsed and said sum is past due; that said bond

and said coupon now held by plaintiff as bearer are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

47 130. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 98, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 98, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

131. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 98, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that

before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said Masonic Hall Association nor said defendant has paid the same.

132. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 98; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

133. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 98, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

48 134. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 99, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Mis-

souri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 99, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

135. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 99, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

136. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 99; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the

same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

137. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 99, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

49 138. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 100, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at the date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 100, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, have failed and refused and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly au-

thorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

139. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 100, which time has elapsed and said sum is past due. That said bond and said coupon now held by the plaintiff are its property. That said association, though often requested, has failed and refused, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

140. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 100; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

141. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument of writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond num-

bered 100, which time has elapsed and said sum is past due. That said bond and said coupon now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon and promised to pay the same: that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

50 112. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 201, and here now to the court shown, promised to pay John D. Vineil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 201, and said coupon, now held by the plaintiff as bearer, are its property: that the said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same: that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

113. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 201, which time has elapsed and said sum is past due. That said bond and said coupon now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said

coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

144. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed and said sum is past due, being interest on said bond numbered 201; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

145. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 201, which time has elapsed and said sum is past due; that said bond and said coupon now held by plaintiff as bearer are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

51 146. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal and duly signed by i s vice-president, J. H. McLean, and Geo. Frank Gouley, its secre-

tary, and numbered 202, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 202, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

147. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 202, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

148. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 202; that said bond

and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same: that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

149. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 202, which time has elapsed, and said sum is past due: that said bond and said coupon, now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due: and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

52 150. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 203, and here now to the court shown, promised to pay to John D. Vineil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi annually, on the first days of February and August, at the rate of eight per cent. per annum; and plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 203, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages; and

that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same: that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

151. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 203, which time has elapsed, and said sum is past due: that said bond and said coupon, now held by the plaintiff, are its property; that said association, though often requested, has failed and refused, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

152. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 203; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

153. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at

the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 203, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

53 154. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, numbered 204, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 204, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

155. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 204, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by the plaintiff, are its property; that said asso-

ciation, though often requested, has failed and refused, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

156. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 204; that said bond and said coupon, now held by plaintiff, are its property; that said associaton, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

157. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 204, which time has elasped, and said sum is past due. That said bond and said coupon, now held by plaintiff as bearer, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

54 158. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by

its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 205, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 205, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

159. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 205, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by the plaintiff, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

160. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on

the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 205; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

161. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 205, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by plaintiff as bearer, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

55 162. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 206, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 206, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses, to

to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promise to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, although often requested, neither said Masonic Hall Association nor said defendant has paid the same.

163. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars on the first day of February, 1873, being interest on said bond numbered 206, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, although often requested, neither said Masonic Hall Association nor said defendant has paid the same.

164. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 206; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

165. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by Will-

iam N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri in S't Louis, four dollars on the first day of February, 1874, being interest on said bond numbered 206, which time has elapsed, and said sum is past due: that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before s id bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same: that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due: and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

56 166. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 207, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 207, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same: that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

167. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars on the first day of February, 1873, being interest on said bond numbered 207,

which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same: that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

168. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 207: that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

169. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri in S't Louis, four dollars on the first day of February, 1874, being interest on said bond numbered 207, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

57 170. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 208, and here now to the court shown, promised to pay to John D. Vincil or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 208, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due, and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 208, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due, and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

172. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is here-

with filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 208; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due, and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

173. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 208, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff as bearer are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due, and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

58 174. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 209, and here now to the court shown, promised to pay to John D. Vineil or bearer, at the National Bank of the State of Missouri in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed and said sum is past due.

That said bond, numbered 209, and said coupon, now held by the

plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due, and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

175. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars on the first day of February, 1873, being interest on said bond numbered 209, which time has elapsed and said sum is past due. That said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant for value received; and that the said coupon is now long past due, and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

176. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed and said sum is past due, being interest on said bond numbered 209; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due, and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

177. And for a further cause of action plaintiff says that said Masonic

Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 209, which time has elapsed and said sum is past due. That said bond and said coupon now held by plaintiff as bearer are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant, for value received; and that the said coupon is now long past due, and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

59 178. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 210, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 210, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

179. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the

National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 210, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was n gotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faath and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

180. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Lokor, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 210; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

181. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 210, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff as bearer are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon

is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

60 182. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 211, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And pliantiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of Augtst, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 211, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

183. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 211, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

184. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called

a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 211; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

185. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 211, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff, as bearer, are its property. That said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

61 186. And for a further cause of action plaintiff says that, on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 212, and here now to the court shown, promised to pay to John D. Vineil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said

bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 212, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

187. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 212, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

188. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 211; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and,

though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

189. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 211, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

62 190. And for a further cause of action plaintiff says that, on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Goaley, its secretary, and numbered 213, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 213, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

191. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called

a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 213, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

192. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 213; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollas, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said boad and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

193. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 213, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to

pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

63 194. And for a further case of action plaintiff says that, on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 214, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 214, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

195. And for a further case of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 214, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and,

though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

196. And for a further cause of action plaintiff says, that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 214; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same: that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

197. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 214, which time has elapsed, and said sum is past due: that said bond and said coupon, now held by plaintiff as bearer, are its property: that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same: that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

64 198. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal, and duly signed by its vice president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 215, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N.

Loker, then and there its treasurer, and which coupon is herewith filed-whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the in, terest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 215, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same: that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due: and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

199. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 215, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

200. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 215; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and stills fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond

and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

201. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in St Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 215, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due: and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

65 202. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 216, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in St Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that this association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in St Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 216, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and,

though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

203. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 216, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by the plaintiff, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

204. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 216; that said bond and said coupon, now held by said plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

205. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 216, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest

from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

66 206. And for a further cause of action plaintiff says that, on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 217, and here now to the court shown, promised to pay to John D. Vinell, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 217, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

207. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 217, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment

of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

208. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 217; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

209. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 217, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff as bearer are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

67. 210. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal, and duly signed by its vice president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 218, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first

days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 218, and said coupon now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

211. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 218, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

212. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 218. That said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase

thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received; and that the said coupon is now long past and due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

213. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars on the first day of February, 1874, being interest on said bond numbered 218, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff as bearer are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

68 214. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal, and duly signed by its vice president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 219, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 219, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the

faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

215. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars on the first day of February, 1873, being interest on said bond numbered 219, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

216. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 219. That said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due, and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

217. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri in S't Louis, four dollars on the first day of February, 1874, being interest on said bond numbered 219, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff as bearer are its property; that said association, though often requested, has failed and refused and still fails

and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due, and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

69 218. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 220, and here now to the court shown, promised to pay to John D. Vincil or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 220, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

219. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 220, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by the plaintiff, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly au-

thorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

220. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 220; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

221. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 220, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff, as bearer, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

70 222. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 221, and here now to the court shown, promised to pay to John D. Vineil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred

dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 221, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

223. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 221, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by the plaintiff, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

224. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 221; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of

four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

225. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 221, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by plaintiff as bearer, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

71 226. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 222, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 222, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of

said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

227. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 222, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by the plaintiff, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

228. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 222; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

229. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 222, which time has elapsed, and said sum is past due; that said

bond and said coupon, now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

72 230. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 223, and here now to the court shown, promised to pay to John D. Vineil, or bearer, at the National Bank of the State of Missouri, in St Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in St Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 223, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

231. And for a further cause of action, plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in St Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 223, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages

And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

232. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 223; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

233. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 223, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by plaintiff as bearer, are its property; that said asssociation, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

73 234. And for a further cause of action, plaintiff says that, on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 224, and here now to the court shown, promised to pay

to John D Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 224, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

235. And for a further cause of action, plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 224, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

236. And for a further cause of action, plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 224; that said bond and said coupon now held by plaintiff are its property; that said asso-

ciation, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

237. And for a further cause of action, plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 224, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

74 238. And for a further cause of action, plaintiff says that, on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 255, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 225, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the pur-

chase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

239. And for a further cause of action, plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 225, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

240. And for a further cause of action, plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 225; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by a resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

241. And for a further cause of action, plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the

first day of February, 1874, being interest on said bond numbered 225, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

75 242. And for a further cause of action, plaintiff says that, on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 226, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 226, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

243. And for a further cause of action, plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 226, which time has elapsed, and said sum is past due; that said bond and coupon, now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and

still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due: and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

244. And for a further cause of action, plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 226; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

245. And for a further cause of action, plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 226, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

76 246. And for a further cause of action plaintiff says that, on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed

by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 227, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed and said sum is past due.

That said bond, numbered 227, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

247. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 227, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff, are its property. That said association, though often requested, has failed and refused, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

248. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past

due, being interest on said bond numbered 227; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requsted, neither said Masonic Hall Association nor said defendant has paid the same.

249. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 227, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff, as bearer, are its property. That said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

77 250. And for a further caus of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 228, and here now to the court shown, promised to pay to John D. Vineil, or bearer, at the National Bank of the State of Missouri in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

The said bond, numbered 228, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of

four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

251. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 228, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff are its property. That said association, though often requested, has failed and refused, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

252. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 228; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

253. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is here-

with filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 228, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

78 254. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 229, and here now to the court shown, promised to pay to John D. Vincil or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 229, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

255. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 229, which time has elapsed, and said sum is past due; that said bond and

said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

256. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of the Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 229; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

257. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 229, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same: that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due: and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

79 258. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal, and duly signed by its vice president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 230, and here now to the court shown, promised to pay to John D. Vincil or bearer, at the National Bank of the State of Missouri in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed and said sum is past due.

That said bond numbered 230, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

259. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 230, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by the plaintiff, are its property. That said association, though often requested, has failed and refused, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

260. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is here-

with filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 230; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

261. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 230, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff as bearer are its property; that said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

80 262. And for a further cause of action plaintiff says that on the fifth day of June, 1869, thesaid Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 231, and here now to the court shown, promised to pay to John D. Vineil or bearer, at the National Bank of the State of Missouri in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 231, and said coupon now held by the

plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same: that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

263. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in St Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 231, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by the plaintiff, are its property: that said association, though often requested, has failed and refused, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest, and damages. And that before said bonds were negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same: that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

264. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri in St Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 231; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendants then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

265. And for a further cause of action plaintiff says that said Masonic

Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William M. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 231, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

81 266. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 232, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 232, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

267. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the

National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 232, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff, are its property. That said association, though often requested, has failed and refused, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due, and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

268. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 232; that said bond and said coupon now held by plaintiff are its property; that said association though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

269. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 232, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff, as bearer, are its property. That said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is

now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

82 270. And for a further cause of action, plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 233, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 233, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

271. And for a further cause of action, plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 233, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

272. And for a further cause of action, plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called

a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 233; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

273. And for a further cause of action, plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 233, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

83 274. And for a further cause of action, plaintiff says that, on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 234, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the

interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 234, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

275. And for a further cause of action, plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 234, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

276. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 234; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and pron[illegible]o pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and,

though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

277. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 234, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by plaintiff as bearer, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

84 278. And for a further cause of action plaintiff says that, on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 235, and here now to the court shown, promised to pay to John D. Vinel, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 235, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

279. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly

called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 235, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by the plaintiff, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

280. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 235; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

281. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 235, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by plaintiff as bearer, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the

same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

85 282. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 236, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 236, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

283. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 236, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same; and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and,

though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

284. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 236; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

285. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 236, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

86 286. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 237, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and

there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 237, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

287. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 237, which time has elapsed, and said sum is past due; that said bond and said coupon, now held by the plaintiff, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

288. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed and said sum is past due, being interest on said bond numbered 237; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and

coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

289. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 237; which time has elapsed and said sum is past due; that said bond and said coupon, now held by plaintiff as bearer, are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

87 290. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 238, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William L. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 238, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and,

though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

291. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 238, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

292. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 238; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

293. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 238, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity,

and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

88 294. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 239, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 239, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

295. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 239, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond

and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

296. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 239; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

297. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 239, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff as bearer are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages; and that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

89 298. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 240, and here now to the court shown, promised to pay to John D. Vineil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that

said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 240, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporati n duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

299. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond, numbered 240, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

300. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 240; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and

coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

301. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 240, which time has elapsed, and said sum is past due; that said bond and said coupon now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall association nor said defendant has paid the same.

90 302. And for a further cause of action plaintiff says that, on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 251, and here now to the court shown, promised to pay to John D. Vineil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 251, and said coupon, now held by the plaintiff, as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and,

though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

303. And for a further cause of action plaintiff says that said Masonic Hall Association, by a certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 251, which time has elapsed, and said sum is past due; that said bond and said coupon now held by the plaintiff are its property; that said association, though often requested, has failed and refused, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

304. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond, numbered 251; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

305. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond, numbered 251, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff, as bearer, are its property. That said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages.

And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

91 306. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 252, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed and said sum is past due.

That said bond, numbered 252, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

307. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 252, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond

and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

308. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 252; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond, and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

309. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 252; which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff, as bearer, are its property. That said association, though often requested, has filed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

92 310. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 253, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And

plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 253, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested neither said Masonic Hall Association nor said defendant has paid the same.

311. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 253; which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

312. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873; which time has elapsed, and said sum is past due, being interest on said bond numbered 253; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase there-

of, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

313. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 253; which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff as bearer are its property. That said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

93 314. And for further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 254, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond numbered 254, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased

by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

315. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first of February, 1873, being interest on said bond numbered 254, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff, are its property. That said association, though often requested, has failed and refused, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

316. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 254; that said bond and said coupon now held by plaintiff, are its property; that said association, though often requested, has failed, and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that said coupon is long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

317. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 254, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff, as bearer, are its property. That said association, though often requested, has failed and refused, and still fails and refuses to pay said sum due, and there is now due plaintiff on

said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value recieved, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

94 318. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, Geo. Frank Gouley, its secretary, and numbered 255, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That the said bond, numbered 255, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

319. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 255, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff, are its property. That said association, though often requested, has failed and refused and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of

said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

320. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 255; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

321. And for further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer at the National Bank of the State of Missouri in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 255, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff, as bearer, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

95 322. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 256, and here now to the court shown, promised to pay to John D. Vineil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of

February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 256, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

323. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 256, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

324. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 256; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before

said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

325. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 256, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff, as bearer, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

96 326. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 257, and here now to the court shown, promised to pay to John D. Vineil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 257, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and

coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

327. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 257, which time has elapsed, and said sum is past due. That said bond and said coupon now held by the plaintiff are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

328. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 257; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

329. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 257, which time has elapsed, and said sum is past due. That said bond and said coupon now held by plaintiff, as bearer, are its property. That

said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from it maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

97 330. And for a further cause of action plaintiff says that, on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 258, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond, on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 258, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

331. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 258, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by the plaintiff, are its property. That said association, though often requested, has failed and refused, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the pur-

chase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

332. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 258; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

333. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 258, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by plaintiff, as bearer, are its property. That said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due, and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

98 334. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing obligatory, sealed with its seal, and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 259, and here now to the court shown, promised to pay to John D. Vincil, or bearer, at the National Bank of the State of

Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 259, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused, and still fails and refuses, to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

335. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 259, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by the plaintiff, are its property. That said association, though often requested, has failed and refused, and still fails and refuses, to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

336. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time has elapsed, and said sum is past due, being interest on said bond numbered 259; that said bond and said coupon, now held by plaintiff, are its property; that said association, though often requested, has failed and still fails and refuses

to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

337. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 259, which time has elapsed, and said sum is past due. That said bond and said coupon, now held by plaintiff, as bearer, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

99 338. And for a further cause of action plaintiff says that on the fifth day of June, 1869, the said Masonic Hall Association, by its certain writing-obligatory, sealed with its seal and duly signed by its vice-president, J. H. McLean, and Geo. Frank Gouley, its secretary, and numbered 260, and here now to the court shown, promised to pay to John D. Vinel, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of one hundred dollars, with interest from date, payable semi-annually, on the first days of February and August, at the rate of eight per cent. per annum. And plaintiff says that said association, at said district, and at date of said bond, made its certain instrument in writing, commonly called a coupon, then annexed to said bond, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, being the interest on said bond on the first day of August, 1872, which time has elapsed, and said sum is past due.

That said bond, numbered 260, and said coupon, now held by the plaintiff as bearer, are its property; that the said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity, and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly au

thorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

339. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 260, which time has elapsed and said sum is past due. That said bond and said coupon now held by the plaintiff are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

340. And for further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of August, 1873, which time is elapsed, and said sum is past due, being interest on said bond numbered 260; that said bond and said coupon now held by plaintiff are its property; that said association, though often requested, has failed and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages; and that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

341. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby the said association promised to pay bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1874, being interest on said bond numbered 260,

which time has elapsed and said sum is past due. That said bond and said coupon now held by plaintiff, as bearer, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

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102 ary and August, at the rate of eight per cent. per annum.

And plaintiff says that said association, at said district, and at date of said several bonds, made its certain several instruments in writing, commonly called coupons, then annexed to said several bonds respectively and signed by William N. Loker, then and there treasurer of said association, and which coupons are herewith filed, whereby said association promised to pay the bearer at the National Bank of the State of Missouri, in S't Louis, two dollars on each & every of said coupons, on the first day of August, 1872, being the interest on each & every of said bonds above enumerated on said first day of August, 1872, said interest amounting in all to the sum of four hundred & sixty-six dollars, which time has elapsed, and said several sums, amounting to said aggregate sum of four hundred & sixty-six dollars, are past due. That bonds above enumerated, and said coupons, now held by the plaintiff as bearer, are its property; that said association, though often requested, has failed and refused and stills fails & refuses to pay said several sums due, and there is now due plaintiff on each & every of said coupons the sum of two dollars, amounting to the aggregate sum of

thorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker, and purchased by the plaintiff on the faith and credit of said promise of defendant for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

339. And for a further cause of action plaintiff says that said Masonic Hall Association, by its certain instrument in writing, commonly called a coupon, then annexed to said bond last aforesaid, and signed by William N. Loker, then and there its treasurer, and which coupon is herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, four dollars, on the first day of February, 1873, being interest on said bond numbered 260, which time has elapsed and said sum is past due. That said bond and said coupon now held by the plaintiff are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay the same, and there is now due plaintiff on said coupon the sum of four dollars, and interest and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

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which time has elapsed and said sum is past due. That said bond and said coupon now held by plaintiff, as bearer, are its property. That said association, though often requested, has failed and refused and still fails and refuses to pay said sum due, and there is now due plaintiff on said coupon the sum of four dollars, and interest from its maturity and damages. And that before said bond was negotiated, to secure said bond and induce the purchase thereof, the defendant, then and there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bond and coupon, and promised to pay the same; that said bond and coupon were negotiated and sold by the maker and purchased by the plaintiff, on the faith and credit of said promise of defendant, for value received, and that the said coupon is now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant has paid the same.

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102 ary and August, at the rate of eight per cent. per annum.

And plaintiff says that said association, at said district, and at date of said several bonds, made its certain several instruments in writing, commonly called coupons, then annexed to said several bonds respectively and signed by William N. Loker, then and there treasurer of said association, and which coupons are herewith filed, whereby said association promised to pay the bearer at the National Bank of the State of Missouri, in S't Louis, two dollars on each & every of said coupons, on the first day of August, 1872, being the interest on each & every of said bonds above enumerated on said first day of August, 1872, said interest amounting in all to the sum of four hundred & sixty-six dollars, which time has elapsed, and said several sums, amounting to said aggregate sum of four hundred & sixty-six dollars, are past due. That bonds above enumerated, and said coupons, now held by the plaintiff as bearer, are its property; that said association, though often requested, has failed and refused and stills fails & refuses to pay said several sums due, and there is now due plaintiff on each & every of said coupons the sum of two dollars, amounting to the aggregate sum of

four hundred & sixty six dollars as aforesaid, and interest from maturity, & damages. And that before said bonds were negotiated, to se-
103 cure said bonds and induce the purchase thereof, the defendant, then & there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bonds & said coupons, and promised to pay same; that said bonds & coupons were negotiated & sold by the maker, & purchased by the plaintiff, on the faith & credit of said promise of defendant, for value received, & that the said several coupons aforesaid are now long past due; and, though often neither said Masonic Hall Association nor said defendant have paid the same.

And for a further cause of action plaintiff says that, on the 5th day of June, 1869, the said Masonic Hall Association, by its certain several writings obligatory, sealed with its seal & duly signed by its vice-president, J. H. McLean, & Geo. Frank Gouley, its secretary, and numbered 121, 122, 123, 124, 125, 126, 127, 128, 129, 131, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, respectively, & here now to the court shown, promised to pay to John D. Vineil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of fifty dollars on each & every of said several bonds last aforesaid
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105 ized, did, by resolution of the whole body, assume the payment of said bonds & coupons, & promised to pay same; that said bonds and coupons were negotiated & sold by the maker & purchased by the plaintiff on the faith & credit of said promise of defendant, for value received, & that the said several coupons aforesaid are now long past due; and, though often requested, neither said Masonic Hall Association nor said defendant have paid the same.

And for a further cause of action plaintiff says that on the 5th day of June, 1869, said Masonic Hall Association, by its certain several writings obligatory, sealed with its seal & duly signed by its vice-president, J. H. McLean, & Geo. Frank Gouley, its secretary, & numbered 121, 122, 123, 124, 125, 126, 127, 128, 129, 131, respectively, & here now

to the court shown, promised to pay John D. Vincil, or bearer, at the National Bank of the State of Missouri, in S't Louis, on the first day of August, 1874, the sum of fifty dollars on each & every of said several bonds last aforesaid & enumerated, with interest from date, payable semi-annually on the first days of February & August, at the rate of eight per cent. per annum. And plaintiff says said association, at said district & at date of said several bonds, made its certain several instruments in writing, commonly called coupons, then annexed to said several bonds, respectively, & signed by William N. Loker, then &
106 there treasurer of said association, & which coupons are herewith filed, whereby said association promised to pay the bearer, at the National Bank of the State of Missouri, in S't Louis, two dollars on each & every of said coupons, on the first day of August, 1873, said interest amounting in all to the sum of twenty dollars, which time has elapsed, and said several sums, amounting to said aggregate sum of twenty dollars, are past due; that said bonds above enumerated, & said coupons now held by plaintiff as bearer, are its property; that the said association, though often requested, has failed & refused, & still fails & refuses, to pay said several sums due, & there is now due plaintiff on each & every of said coupons the sum of two dollars, amounting to the aggregate sum of twenty dollars, as aforesaid, and interest from maturity, & damages. And that before said bonds were negotiated, to secure said bonds & induce the purchase thereof, the defendant, then & there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bonds & said coupons, & promised to pay same; that said bonds & coupons were negotiated & sold by the maker & purchased by the plaintiff on the faith & credit of said promise of defendant, for value received, & that the said several coupons aforesaid are now long past due; &, though often requested, neither said Masonic Hall Association nor said defendant have paid the same.

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108 of twenty dollars, are past due; that said bonds above enumerated & said coupons, now held by plaintiff, as bearer, are its property; that said association, though often requested, has failed & refused, and still fails & refuses to pay said several sums due, and there is now due plaintiff, on each & every of said coupons, the sum of two dollars, amounting to the aggregate sum of twenty dollars as aforesaid, & in-

terest from maturity & damages. And that before said bonds were negotiated, to secure said bonds & induce the purchase thereof, the defendant, then & there a corporation duly authorized, did, by resolution of the whole body, assume the payment of said bonds & said coupons, & promised to pay same; that said bonds & coupons were negotiated & sold by the maker, & purchased by the plaintiff on the faith & credit of said promise of defendant for value received; that the said several coupons aforesaid are now long past due, and, though often requested, neither said Masonic Hall Association nor defendant have paid the same.

And plaintiff says that by means of the premises an action hath accrued to plaintiff to have and recover of defendant the said several sums of money due on said several causes of action hereinbefore set forth, that is to say, three hundred and forty dollars ($340) due on August 1st, 1872; three hundred and forty ($340) dollars due on
109 February 1st, 1873; three hundred and forty ($340) dollars due on August 1st, 1873, and three hundred and forty ($340) dollars due on February 1st, 1874, in all the sum of thirteen hundred and sixty dollars, for which, with interest from the several days when said several sums became due, plaintiff asks judgment, with damages and costs.

NOBLE & ORRICK,
Att'ys for Plaintiff.

And thereupon, on the 24th day of February, 1874, the clerk of said court issued a summons, which, with the marshal's return endorsed thereon, is as follows, to wit:

Summons.

UNITED STATES OF AMERICA,
Eastern District of Missouri, ss:

In the circuit court of the United States in and for said district.

The President of the United States of America to the marshal of the United States in and for said district, greeting:

You are hereby commanded to summon the Grand Lodge of the State of Missouri of Free and Accepted Ancient Masons, a corporation duly organized under and by virtue of an act of the general assembly of the State of Missouri, and a citizen of said State of Missouri, that it be
110 and appear before the honorable circuit court of the United States in and for the eastern district of Missouri, on the first day of the next term thereof, to be holden at the city of S't Louis, in and for said district, on the third Monday of March next, then and there to answer the complaint of the Second National Bank of S't Louis, a corporation duly authorized, organized, and acting as a banking corporation under and by virtue of the laws of the United States, as set forth in the petition filed in said court on the twenty-fourth day of February, A. D. eighteen hundred and seventy-four.

Hereof fail not, and have you then and there this writ.

Witness, the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, the twenty-fourth day of February, A. D. eighteen hundred and seventy-four.

Issued at office, in the city of S't Louis, under the seal of said circuit court, the day and year last aforesaid.

SEAL.] AUSTIN DRAKE, *Clerk*,
By H. C. GEISBERG, *Deputy*.

Return.

UNITED STATES OF AMERICA,
Eastern District of Missouri, set:

Executed this writ by delivering a copy of the same, together with a copy of the petition, to J. W. Luke, president of the Grand Lodge of the State of Missouri of the Free and Accepted Ancient Masons,
111 at Marion County, within the eastern district of Missouri, February 27th, 1874.

C. A. NEWCOMB,
United States Marshal Eastern District of Missouri,
By C. F. NEWCOMB, *Deputy.*

(Endorsed:) Returned into court and filed 13th day of March, A. D. 1874. Austin Drake, clerk.

And afterwards, to wit, in vacation on the 8th day of March, 1875, the defendant, by leave of court, filed the following answer, to wit:

Answer.

In the United States circuit court for the eastern district of Missouri.
Vacation before March term, 1875.

THE SECOND NATIONAL BANK, PLAINTIFF, of S't Louis,
vs.
THE GRAND LODGE OF THE STATE OF MISSOURI of Free and Accepted Ancient Masons, defendant.

The defendant, for answer to the first count of the plaintiff's petition herein, says that it cannot deny that the several documents in said first count, called bonds and coupons and deeds of trust, were signed by the officers and sealed with the corporate seal of said Masonic Hall
112 Association, but the defendant says that the said association had not nor had its said officers any power or lawful authority under its charter, or under the laws applicable to said association, to make or execute said documents called, as aforesaid, bonds and coupons and deeds of trust, and that the same by reason of such want of power and authority were and are void in law.

And, further answering, the defendant says it is not true that said bonds in said first count mentioned were made to procure money to pay for, equip, and furnish a magnificent building and hall for the use of the different masonic bodies of S't Louis, and the Grand Lodge of the State of Missouri, in manner and form as the plaintiff hath above in its said first count alleged, but the same were made for other and wholly different purposes.

And, further answering, the defendant says that it has not any knowledge or information sufficient to form a belief that the said bonds of the sixty thousand dollars series, or any of them, were for the reason alleged or for any other reason not saleable, and were about to prove without further security unnegotiable in the market, as alleged in said first count.

And further answering said first count, the defendant says it is
113 not true as alleged in said first count that the order of Masons

was, or is, composed of many companies of Masons throughout the State of Missouri, but defendant says that said order was, and is, composed not of lodges, but of the brotherhood of the craft of "Ancient Free and Accepted Masons," wheresoever they may be, and that said order had an existence long prior to that of the State of Missouri.

The defendant says it is true that the said order has, and since the year 1821 has had, in this State a grand lodge known and called "The Grand Lodge of Missouri of Ancient Free and Accepted Masons," existing independently of any act of incorporation, and that there are, and for a long time there have been, divers lodges of Masons in this State called subordinate lodges entitled to representation and accustomed to be represented in said grand lodge, and that said grand lodge since its organization, which occurred A. D. 1821, has been accustomed to hold communications or sessions annually, and oftener as occasion required, but it is not true, as alleged in said first count, that its said meetings have been or are held in or for the common interest and benefit of all the lodges of the State of Missouri, but in the interest of the brotherhood of the craft.

And further answering, the defendant says that it is not true,
114 as alleged in said first count, that said grand lodge at the time mentioned, or at any time, had a great and present interest in securing a convenient, attractive, and imposing place or holding its sessions.

And further answering said first count, the defendant says it is utterly untrue that it was mutually contemplated and expected by said Masonic Hall Association and said Grand Lodge of Missouri, that from funds and money to be obtained by the negotiation and sale of said bonds, a place or hall for the assemblies of the grand lodge and other lodges of masons would be obtained and secured, as the said plaintiff hath in his said first count alleged, and the defendant says it is untrue that the negotiation or sale of said bonds was at any time mutually or in anywise contemplated or expected by said Masonic Hall Association and said grand lodge.

And further answering said first count, the defendant says that said grand lodge was neither incorporated nor organized under said act of assembly of 13th February, 1864, as alleged in said first count, nor did the said grand lodge ever accept the provisions of said act of assembly, or receive or derive any corporate rights or powers thereunder, nor was said act of 22nd March, 1870, amendatory of said act of 13 February, 1864, as alleged in said first count.

115 The defendant says that the said grand lodge came into being and was organized as a body by the voluntary act and mutual consent of the elements, or members constituting it, in the year 1821, and from that time until the present it has, without cessation or interruption, kept up and preserved its existence and carried forward the work which it was brought into being to accomplish as a voluntary association, wholly independent of and disconnected with all acts of incorporation whatever. It is true that by an act of the general assembly of this State entitled "An act to incorporate the Grand Lodge of Free and Accepted Ancient Masons of the State of Missouri," approved 17th February, 1843, *contain* corporate powers and privileges were conferred upon said grand lodge, the better to enable the said grand lodge to prosecute certain defined schemes of education and benevolence it then had on hand, and particularly specified in said last-named act, but the defendant says that the said act conferred upon said grand lodge no power or authority to assume the debts of others or to purchase or own stocks,

nor did the said act of assembly, or any other law of this State, give the defendant power or authority to acquire or own the said stock or any stock in said Masonic Hall Association; and the defendant further
116 says that all the corporate powers the said grand lodge ever acquired or possessed, it acquired by & under the said act of the 17th of February, 1843.

And further answering said first count, the defendant admits that at its said 49th annual communication held at S't Louis on said 14th of October, 1869, the said grand lodge did adopt the two resolutions set forth in the said first count, but the defendant says that at the time of the adoption of said resolutions the said grand lodge was not acting in its corporate capacity, or exercising any corporate function, nor had the said grand lodge been convened as a corporation or for the exercise of corporate functions, nor was it then in session as such corporation, or for the exercise of corporate functions, nor is it true that the adoption of said resolutions by said grand lodge was a corporate act, but their adoption was the act of said grand lodge, acting as a voluntary association, and not otherwise, exercising the functions pertaining to it as such voluntary association, and none other.

And further answering said first count, the defendant says that the defendant had not any lawful power or authority under or by force of its alleged acts of incorporation, or any law of this State, to assume or promise to pay, or to make the alleged or any valid contract for
117 the payment of said bonds in said count mentioned, or any of them; and the defendant says that the said supposed contract or agreement of the defendant for the payment of said bonds or coupons was and is void in law. Whether at the time of the adoption of said resolutions the said bonds had or had not been negotiated, or whether they have ever been negotiated, the defendant has not any knowledge or information thereof sufficient to form a belief, but the defendant says it is not true that said resolutions were adopted to aid in the building of a hall, or to induce persons to whom said bonds might be offered for sale to purchase the same on the faith and security of the pretended promises of said grand lodge, in manner and form as the plaintiff hath alleged.

And further answering said first count, the defendant says it has not any knowledge or information sufficient to form a belief that any person was contemplating the purchase of said bonds, or any of them, as alleged, but if this be true the defendant says it is not true that said resolutions were made known to any such person or persons by said grand lodge; nor is it true that the said James H. Britton, or any other person or persons, was by said grand lodge authorized or requested to negotiate, sell or convey said bonds, or any of them, on the faith and credit of
118 said grand lodge, or otherwise, or at all, but the pretension that the said grand lodge did any act or was in anywise connected directly or indirectly, expressly or impliedly, with the negotiation or sale of said bonds, or any of them, is utterly false and unfounded.

And further answering, the defendant says that the said resolutions were not made as a proposition, and were not a proposition, and did not embody a proposition by said grand lodge to said Masonic Hall Association, as supposed by the said first count, and so the defendant says it is not true that the said Masonic Hall Association accepted the pretended or any proposition of said grand lodge, in manner and form as the plaintiff hath in said first count alleged.

And further answering the said first count, the defendant says that it is not true that the said grand lodge, in or by said resolutions, made or

expressed any promise or agreement whatever, or in anywise pledged the faith or credit of said grand lodge to any person or persons whomsoever; and the defendant says that it has not any knowledge or information sufficient to form a belief that the said 75 one-hundred-dollar bonds, or the said 234 fifty-dollar bonds, were negotiated or sold to the plaintiff, or that they are his property, as alleged; but whether true or false, the defendant says, it is not true that said bonds, or any
119 of them, were so negotiated and sold under or by means of the pretended promises and agreements, faith, and credit of said grand lodge, or under or by means of any promise or agreement of the said grand lodge, or upon the faith or credit of said grand lodge; nor is it true that said bonds were purchased by the plaintiff on the faith of the said pretended promises and agreements, or on the faith of any promises or agreements of the defendant, or that they so came to the posesssion and ownership of the plaintiff as the plaintiff hath alleged.

And further answering the said first count, the defendant says, the said defendant did not, by the means alleged, or otherwise, assume or promise to pay the said several bonds and coupons, or any of them, to the bearer, or to any other, when they should become due or at any other time.

And for answer to the remaining 340 counts of plaintiff's said original petition, and to the several counts of the amended petition, and to each and every of them, the defendant says it is not true that at the time named in said several counts, or at any other time, the defendant was duly authorized or had any lawful power or authority to assume the payment of the said several bonds and coupons, or any of them mentioned in said counts, in manner and form as the plaintiff hath
120 above alleged; and the defendant says that it is not true that before the said several bonds were negotiated, if, in fact, they were ever negotiated, the defendant, to secure said bonds and induce the purchase thereof, did, by resolution of the whole body, or otherwise, assume the payment of said bonds and coupons, and promised the same in manner and form as the plaintiff hath above alleged.

And the defendant further says that it has not any knowledge or information sufficient to form a belief that the said several bonds and coupons mentioned in said 340 counts were in fact negotiated and sold by the maker thereof, or that they were purchased by the plaintiff, as alleged in said counts; but, if true, the defendant further says that it is not true that the same were so negotiated and sold by the maker and so purchased by the plaintiff on the faith and credit of the said pretended promise, or on the faith and credit of any promise of the defendant.

And further answering the said 340 counts, the defendant says it did not at the time mentioned in said counts, or at any time, by resolution of the whole body, or in any other form, or by any other mode, assume the payment of said bonds and coupons, or promise to pay the same or any of them in manner and form as the plaintiff hath above alleged.

121 And for another and further defence to the said 340 counts, the defendant says that the payment of the said several bonds and coupons in those counts mentioned was originally secured by deed of trust on real estate of the obligor in said bonds, and the purchase of said bonds so secured by the plaintiff was and is contrary to the law of the land and the charter of the plaintiff, and the said purchase is void in law; and having fully answered, the defendant prays for judgment.

SAM'L H. OWENS,
R. E. ANDERSON,
DRYDEN & DRYDEN,
Att'ys for Def't.

And afterwards, at the March term of said court, begun and held on the third Monday in March, 1875, and on the 16th day of said month, the plaintiff filed the following replication, to wit:

Replication.

THE SECOND NATIONAL BANK OF S'T LOUIS, pl'ff,
vs.
THE GRAND LODGE OF THE STATE OF MISSOURI, &c., def'ts.

In the circuit court of the United States in and for the eastern district of Missouri.

The plaintiff, for reply to defendant's answer, says said Masonic Hall Association and its officers did have power and lawful authority
122 to make and execute the aforesaid bonds & coupons & deed of trust.

Plaintiff further says that said bonds & coupons having been in fact made by said association in manner and form set forth in plaintiff's petition, and defendant having assumed to pay the same in manner & form alleged in the petition, & induced plaintiff to invest its money in said bonds, as set forth in petition, cannot now lawfully deny the power of said association to make & execute the same, but is estopped therefrom, and ought not to be permitted to plead in manner & form it doth in said answer.

Plaintiff says it has no knowledge or information sufficient to form a belief whether the order of Mason is composed of the brotherhood of the craft, as alleged, or whether, since 1821, said order has had a grand lodge known & called as alleged, or whether for a long time there have been divers lodges called subordinate lodges, as alleged, or whether communications or sessions of the kind have been held annually; but plaintiff says that the allegations in the petition in regard to the defendant are true as stated.

Plaintiff denies said grand lodge was not incorporated, organized under the act alleged, or that said grand lodge did not accept said act or the act of M'ch 22, 1870.

123 Plaintiff denies said grand lodge has kept up and preserved its existence as a voluntary association wholly independent of & disconnected with all acts of incorporation.

Plaintiff says whether certain corporate powers & privileges were conferred on said grand lodge under said act of Feb'y 17th, 1843, as alleged, plaintiff has no knowledge or information sufficient to form a belief, but plaintiff denies all the corporate powers of said grand lodge were acquired under said act of Feb'y 17, 1843.

And plaintiff says that by said act, if the averments of defendant in regard thereto be true, the defendant did have power and authority to assume the debts alleged in the petition, and to do other acts in the petition alleged to have been done by defendant.

Plaintiff further denies that, at the time of the adoption of said resolutions as alleged, said grand lodge was not acting in its corporate capacity or exercising any corporate functions, or been convened or in session as such corporation.

Plaintiff denies the purchase of said bonds by plaintiff was or is con-

trary to the laws of the land or the charter of the plaintiff. And plaintiff asks judgment as in his petition.

NOBLE & ORRICK,
Att'ys for P'ff.

124 And afterwards, at said March term, 1875, and on the 23 day of said month, the following proceedings were had, to wit:

SECOND NATIONAL BANK OF S'T LOUIS, plaintiff,
vs.
GRAND LODGE, &C., MASONS, DEFENDANT.

This day come the parties, by their respective attorneys; the plaintiff by John C. Orrick, esquire: and the defendant by Mess'rs John D. S. Dryden, Samuel N. Holliday, Rufus E. Anderson, and Samuel H. Owens, and this case being regularly called for trial, and both parties being ready, it is ordered that a jury come, and thereupon comes said jury, to wit: W. A. Warner, William J. Casey, S. W. Avery, Wesley Upson, John G. Fill, Luther Washburne, Joseph Clark, William H. Cope, Reuben St. John, John W. Taylor, Rudolph Kettlekamp, and John A. J. Arnold, twelve good and lawful men, who were sworn well and truly to try the issues joined herein. Thereupon the evidence was heard, but the same not being concluded at the hour of adjournment it is ordered that further proceedings be continued until to morrow morning.

And afterwards, to wit, at said March term, and on the 27th day of March, 1875, the following further proceedings were had in said cause, to wit:

Judgment.

SECOND NATIONAL BANK, PLAINTIFF,
vs.
GRAND LODGE, &C., MASONS, DEFENDANT.

125 This day come again the parties, by their attorneys, as on yesterday, and the jury sworn herein being also present, the plaintiff by leave of court amends its petition, so that the amount sued for in this case shall exceed the sum of two thousand dollars, exclusive of costs; and thereupon said case was further argued by counsel and submitted to said jury, who, after receiving the charge of the court, returned the following verdict, to wit:

SECOND NATIONAL BANK OF S'T LOUIS
vs.
THE GRAND LODGE OF THE STATE OF MISSOURI of Free, Ancient & Accepted Masons. No. 258.

We, the jury, find for the defendant.

JOHN ARNOLD,
Foreman.

It is, therefore, now considered by the court that the plaintiff, the Second National Bank of S't Louis, take nothing by its writ herein; that the defendant, the Grand Lodge of the State of Missouri of Free

and Accepted Ancient Masons, go hence without day, and recover against said plaintiff the costs herein expended, and that execution be issued therefor.

And on the 31st day of March, 1875, and during said March term, the following further proceedings were had:

SECOND NATIONAL BANK OF S'T LOUIS, plaintiff,
vs.
GRAND LODGE, &C., MASONS, DEFENDANT.

This day comes the plaintiff by its attorney, and files a motion for a new trial herein for reasons set forth in said motion.

126 And afterward, on the 8th day of April, 1875, the said court being in session, the following further proceedings were had in said cause, to wit:

Motion for new trial overruled.

SECOND NATIONAL BANK OF S'T LOUIS, plaintiff,
vs.
GRAND LODGE, &C., MASONS, DEFENDANT.

This day comes the plaintiff by its attorney, and by leave of court files nunc pro tunc as of the 27th day of March, 1875, the coupons mentioned in the amendment made to plaintiff's petition on said day. Thereupon the motion for a new trial hereinbefore filed is overruled.

And on the 29th day of April, 1875, court being in session, the following further proceedings were had, to wit:

SECOND NATIONAL BANK OF S'T LOUIS, plaintiff,
vs.
GRAND LODGE OF THE STATE OF MO., OF F. A. A. M., defendant.

On motion of Mess'rs Noble & Orrick, attorneys for said plaintiff, it is ordered that leave be, and the same is hereby, granted to file their bill of exceptions within ten days, the same to be settled and signed by his honor Judge Treat, who presided at the trial of this case.

And afterwards, on the 17th day of June, 1875, court being in session, the following proceedings were had in said case, to wit:

127 *Bill of exceptions allowed.*

SECOND NATIONAL BANK OF S'T LOUIS, plaintiff,
vs.
GRAND LODGE OF THE STATE OF MISSOURI, &c., defendant.

Now comes the plaintiff by its attorneys, Mess'rs Noble & Orrick,

and presents to the court its bill of exceptions herein, which is allowed and signed and ordered to be filed; and also present its bond and citation, which said bond is approved, and said citation signed, and thereupon a writ of error is allowed to remove this cause to the Supreme Court of the United States.

The said bill of exceptions is in words and figures as follows, to wit:

Bill of exceptions.

In the U. S. circuit court, eastern district of Missouri, March term, 1875.

SECOND NATIONAL BANK OF S'T LOUIS, plaintiff,
vs.
THE GRAND LODGE OF FREE AND ACCEPTED ANCIENT MASONS, defendants.

Be it remembered that, on the trial of this cause, the plaintiff, to support the issues on its part, gave the following testimony, to wit:

Pl'ff's evidence.

First. The charter of the Masonic Hall Association, in these words:

Charter.

An act to incorporate the Masonic Hall Association.

128 Be it enacted by the general assembly of the State of Missouri, as follows:

§ 1. That John G. Daggett, Benjamin M. Runyan, John J. Anderson, William Renshaw, jr., Daniel G. Taylor, J. R. Barnett, David C. Tuttle, Joseph Foster, and Thomas E. Courtney, and their associates and successors in office, shall be, and they are hereby, created a body politic and corporate, by the name and style of the "Masonic Hall Association," with a capital stock of fifty thousand dollars, which may be increased, at the will of the stockholders, to any amount not exceeding two hundred thousand dollars, in shares of twenty dollars each; by which name they and their successors shall have perpetual succession, and are capable in law and equity of acquiring and holding any and every kind of property whatever, for the purpose of building a Masonic hall in the city of S't Louis, and the same to sell or otherwise dispose of; of contracting and being contracted with; of sueing and being sued; of defending and being defended against in all courts and places whatsoever, in all manner of actions, and may have a common seal, and the same to alter or change at pleasure.

§ 2. The above-named persons, or any three of them, shall have power to open books for subscription of the said stock, in such manner and at such times and places as they may appoint, and to close the
129 same; and the subscribers shall meet at such time and place as the above-named persons or any three of them shall appoint, by first giving notice of such meeting in one or more newspapers in the city of S't Louis, and choose nine directors, one of whom shall be chosen president, and said directors shall hold their offices until their successors are elected and qualified, according to the by-laws of said association.

§ 3. The affairs of said association shall be managed by nine directors, who shall be chosen by the stockholders annually, in such manner and at such times as the by-laws may provide.

§ 4. Any lodge, chapter, council or encampment of regular Masons shall have power to subscribe and hold stock in said association, which stock shall be represented by the chief officer of said lodge, chapter, council or encampment for the time being.

§ 5. The stock of said association shall be considered personal property, and shall be transferable according to such rules and under such restrictions as the board of directors may by the by-laws direct; who may also, by their by-laws, prescribe what number of directors shall form a board to transact business of the association, prescribe what number of officers are necessary, their duties, titles, and salaries, and such other things as they may deem proper; always, however, subject to the laws of this State.

130 § 6. An act entitled "An act to incorporate the Grand Chapter of Royal Arch Masons of the State of Missouri," approved February 24, 1851, is hereby repealed.

This act to take effect and be in force from and after its passage.

Approved February 12, 1853.

Second. An amendatory act, in these words, viz:

An act to incorporate "The Masonic Hall Trustees," of S't Louis.

Be it enacted by the general assembly of the State of Missouri, as follows:

§ 1. That John D. Daggett, R. S. Voorhies, A. O'Sullivan, B. M. Runyan, D. H. Armstrong, James Wykeham, James McCord, Joseph Kohn, and their successors regularly chosen, are hereby declared a body corporate and politic by the name and style of "The Masonic Trustees," and by that name shall have perpetual succession, and shall be capable of contracting and being contracted with, of sueing and being sued, defending and being defended against in all courts and places, in all manner of actions and suits; and they may have and use a common seal, and may change, alter, or break the same at pleasure.

§ 2. Said trustees shall be annually elected by the several ma-
131 sonic bodies in the city of S't Louis, who are now, or may hereafter be, associated with this corporation, in such manner as now is or may be provided for by their by-laws.

§ 3. Said trustees shall, as soon as may be, after every annual election, proceed to choose from their own body one person as president, who shall preside until his successor is duly elected, and in case of death or resignation the vacancy may be filled by a new election for the unexpired term, and in the absence of the president the body may appoint a president pro tempore. They shall also elect from their own body one person to be treasurer, who shall have custody of all moneys, funds, or securities of said corporation, subject to such orders, rules, and by-laws as said corporation may from time to time make. They shall also elect from their own body a secretary, whose duty it shall be to keep a faithful record of the acts and doings of said corporation, and perform such other duties as may be required of him.

§ 4. It shall be lawful for said corporation to take and hold the leasehold interest in the Masonic Hall building now held by them in behalf of the Masonic bodies now or hereafter to be associated with corporation, together with the furniture, ornaments, and appurtenances properly

belonging to and in said hall now occupied by them; also to take
132 and hold all funds now on hand belonging jointly to said masonic bodies, together with all other funds or property that may be accumulated by assessment, donation, subscription, or otherwise; also to lease any other building to be used as a Masonic hall for the time being.

§ 5. It shall be lawful for said corporation to purchase or lease and hold as much ground as may be necessary for the location of a Masonic hall, and, whenever a sufficient fund has accumulated, may proceed to build the same; and they shall be vested with the right and power to manage and control said property and building by using, leasing, or selling the same as may be deemed for the best interest of the Masonic bodies hereby associated. They may also take and hold, lease, or sell any other ground that may be donated to aid in the building of the contemplated hall.

§ . Said corporation may invest their funds in productive stocks or loan the same upon such terms and rate of interest as may be agreed upon, not exceeding ten per cent. per annum. They shall make annual reports to the Masonic bodies herewith associated, showing the acts and doing of the trustee, and the condition of the funds and property belonging to the corporation. They may make and prescribe such by-laws rules, and regulations, and do and perform all such matters an
133 things touching the business and purposes hereby contemplat as may be necessary to accomplish the same.

This act to take effect from and after its passage.

Approved February 27, 1857.

Third. An amendatory law, in these words, as follows:

An act concerning the Masonic Hall Association of S't Louis.

Whereas the Masonic Hall Association of S't Louis have purchased a lot of ground in block number one hundred and eighty-four of said city, bounded south by Market street and east by Seventh street, for the purpose of erecting thereon a Masonic hall for the use of the different Masonic bodies of S't Louis and the grand lodge of the State of Missouri: Therefore,

Be it enacted by the general assembly of the State of Missouri, as follows:

§ . That the said lot of ground and all buildings erected hereafter thereon shall be exempt from the payment of State and county taxes as long as the same shall be held and owned by said Masonic Hall Association for the uses of said association, and if said association shall sell or otherwise dispose of said lot of ground the same exemption shall apply to any other lot acquired to be held for the use of said association.

This act to take effect from its passage.

Approved March 20, 1861.

134 Fourth. It was proved that the Masonic Hall Association duly organized under and accepted the provisions of the said three acts of assembly.

Fifth. It was proved that the series of bonds of the Masonic Hall Association, of date June 1, 1869, amounting to 140,000 dollars, mentioned in the pleadings as being secured by a first mortgage on the

Masonic Hall building, were, on or about the day of their date, delivered by the association to Daniel G. Taylor, executor of one Lee, in payment of a debt of like amount, which the said association owed the said Lee, who from thence hitherto hath and still doth hold same.

Sixth. It was proved that the series of bonds of date of June 5, 1869, amounting to 60,000 dollars, mentioned in the pleadings as being secured by a second mortgage on said Masonic Hall building, on or about the 27th day of August, 1869, were pledged by the corporation (hall association) to certain of its creditors as collateral security, with power in the pledgees to sell them at not less than 90 cents on the dollar to pay the debts to which they were collateral, and that for three months next thereafter (covering the period of the adoption of the resolutions
135 relied upon as a ground of recovery) they remained in pledge as such collateral. It was further shown that the bonds of both series were issued for the purpose of raising funds to meet debts which the association had previously contracted.

Seventh. The charter of the grand lodge in these words:

An act to incorporate the grand lodge of Free and Accepted Ancient Masons of the State of Missouri.

Whereas the grand lodge of Free and Accepted Ancient Masons of the State of Missouri are desirous of establishing an asylum for the nurture and education of indigent children, and a college of learning under their patronage and control for the education of such as may be admitted thereto; and whereas the said grand lodge have already, through the agency of its grand master and others, contracted for the purchase of certain lands containing about thirteen hundred acres, with many large buildings thereon, suitable for the objects aforesaid, and design to apply the same to the uses of maintainance and education as aforesaid: therefore,

Be it enacted by the general assembly of the State of Missouri, as follows:

§ 1. That Priestley H. McBride, grand master of the grand
136 lodge of the State of Missouri; Joab Bernard, deputy grand master; S. W. B. Carnegy, past grand master; Joseph Foster and Charles H. Bower, grand wardens; John Simonds, grand treasurer; Richard B. Dallam, grand secretary; Hiram Chamberlain, grand chaplain; A. Douglas, grand visitor; William R. Singleton and John Sleigh, grand deacons; E. S. Ruggles, grand marshal; Jesse Little, grand pursuivant; James Eagon, grand stewart; A. Lightburn, grand sword-bearer; and Esram Owens, grand tyler, the present officers of said grand lodge, together with such as by the constitution of said Grand Lodge are members thereof, and their successors in office, be, and they are hereby, constituted and established a body-politic and corporate, to be known by the name of the "Grand Lodge of Free and Accepted Ancient Masons of the State of Missouri," and by that name shall have perpetual succession and a common seal, with power to alter and change the same at pleasure; and by that name may sue and be sued, plead and be impleaded, contract and be contracted with as other corporations.

§ 2. Said grand lodge thus incorporated shall have right and authority to purchase, receive by gift, donation, or otherwise, and hold in fee simple in their corporate name any amount of land and real estate, not exceeding in value fifty thousand dollars, in one or more par

137 cels, on which to establish asylums for the nurture and education of indigent children of both sexes, and such others as said grand lodge may admit; and also a college of learning for instruction in the higher branches of science, to be under the control and patronage of said grand lodge.

§ 3. The said corporation shall have the right and power to accept and hold such lands, tenements, and hereditaments, also such goods, chattels, and moneys as may at any time be donated, bequeathed, or conveyed to them; and the same to grant, sell, convey put to interest, or otherwise dispose of as may appear to said corporation most conducive to the interest of said asylum and institution of learning.

§ 4. The asylum and institution of learning aforesaid, and such estate, real and personal, as may be held for the use of the grand lodge aforesaid, in pursurance to the foregoing provision, shall be under the control and government of said grand lodge; provided, however, that no person who is not a Master Mason (servants employed in labor and females excepted) shall ever be chosen, elected, or in any manner appointed to any office, place, trust, or employment in or about said premises or institution of learning aforesaid; nor shall any one not a Mason, as aforesaid, and tried of integrity, undoubted moral character, and acknowledged
138 ability for learning ever be appointed, elected, or chosen president, principal, professor, tutor, or instructor in said institutions of learning; nor shall any mere sectarian doctrine of religion, nor any systematic or polemic theology be ever taught therein, either directly or indirectly.

§ 5. The grand lodge aforesaid, and their successors forever, shall have full power and authority to appoint all such trustees, commissioners, officers, and servants as they shall judge convenient and useful, under the limitations in the fourth section of this act specified, and to displace the same, and to declare the tenures, duties, and emoluments of their respective offices; to enact and enforce, by reasonable penalties or otherwise, all such statutes, ordinances, and by-laws as they may deem expedient, as well for the better management of the revenues, estate, and proprietary interest of said institution, as for the advancement of morality, science, and learning, so that the same be not repugnant to the laws of the land; also, to authorize the faculty of the college aforesaid to confer degrees and distinguished merits by such literary honors and rewards as they may judge proper, and generally to exercise and enjoy all such powers and privileges usually exercised by universities.

139 § 6. The property and funds of said institution shall be appropriated by said corporation to the endowment and support thereof in such manner as may be adjudged most conducive to the promotion of virtue and learning, under the limitations aforesaid, provided that no property or funds donated for a specific purpose shall ever be appropriated in behalf of any other than that intended by the donor.

§ 7. An alteration or change of the present or any future constitution of the grand lodge of Free and Accepted Ancient Masons of the State of Missouri shall not affect this act, but said grand lodge may change or alter the constitution thereof at pleasure, and the officers and members thereof, under whatever constitution chosen, shall be taken and considered, as to this act, as the corporation aforesaid.

§ 8. In the choice of principal, professors, tutors, teachers, officers, and students, no preference shall ever be given nor discrimination made on account of religious opinions; nor shall any by-laws or ordinances ever be made for the government of said institutions, by which

to control the rights of conscience or the free exercise of religious worship.

§ 9. Every officer or other person who by any by-law or ordinance, rule or regulation of said corporation, shall be appointed or in any way authorized to receive any moneys belonging to any fund of said corporation, created or set apart for the purpose of nurture or education, before entering on the duties of his appointment shall execute a bond to said corporation, with good security to be approved by the grand master, conditioned for the faithful performance of his duties; and for a breach of which an action of debt shall be against him and his securities in any court having jurisdiction in such action.

§ 10. Should the corporation aforesaid neglect, fail, or refuse to set up and keep the institution of learning aforesaid as herein contemplated for the space of five years together, in that event the premises held by said corporation shall be sold to the highest bidder, or on a credit of one, two, three, four, five, six, and seven years, by a commissioner to be appointed by said corporation for that purpose, who shall take an oath for the faithful performance of his duties, and who shall give due notice of said sale in three newspapers published in said State, describing the property and the terms of the sale. Said sale shall take place at such place as said corporation shall direct. Said commissioner shall take bonds from the purchasers bearing interest at eight per cent. per annum, and shall immediately place said bonds in the fund commissioners of said lodge.

§ 11. The fund commissioners of said corporation shall receive the bonds aforesaid, shall collect the money thereon as the same shall fall due, invest the money on interest with good security, and shall distribute the interest arising annually thereon in the maintainance of the widows and the nurture and education of the children male and female, of indigent Masons; provided, that the powers hereby granted shall not be used for banking or insuring property; and provided further, that the right of any future legislature to alter, amend, or repeal this act, is hereby reserved.

This act to take effect from and after its passage.

Approved Feb. 17, 1843.

Eighth. An act of assembly in these words:

An act to repeal certain portions of an act entitled "An act to incorporate the Grand Lodge of Free and Accepted Ancient Masons of the State of Missouri."

Be it enacted by the general assembly of the State of Missouri as follows:

§ 1. So much of an act entitled "An act to incorporate the Grand Lodge of Free and Accepted Ancient Masons of the State of Missouri," approved the seventeenth day of February, 1843, and so much of the tenth section of said act as requires of said grand lodge the establishment or sustaining or keeping in being of asylums for the nurture and education of indigent children of both sexes or either sex and such others as the grand lodge may admit, and so much as requires the establishing and sustaining a college of learning for instruction in the higher branches of science, to be under the control and patronage of said grand lodge, be, and the same is hereby, repealed: Provided always, That nothing in this repealing act contained shall interfere with or in any way impair or lessen any rights which have

arisen and now exist in any relations between the grand lodge and any person whomsoever; but all such rights and demands whatsoever are hereby reserved from the operation of this act.

This act to take effect and be in force from and after its passage.

Approved February 11, 1861.

Ninth. The plaintiff read another act of the assembly in these words:

An act to incorporate the Grand Lodge of the State of Missouri of Free and Accepted Ancient Masons.

143 Be it enacted by the general assembly of the State of Missouri as follows:

§ 1. That John H. Turner, W. N. Loker, D. Vineil, A. L. McGregor, J. D. Dagget, A. O. Sullivan, and their associates, members of the Grand Lodge of the State of Missouri of Free and Accepted Ancient Masons, according to the constitution, by-laws, and regulations of the same, and their regular successors, be, and they are hereby, created a body politic and corporate by the name and style of "The Grand Lodge of the State of Missouri of Free and Accepted Ancient Masons," and by that name are hereby invested with power and authority to acquire, hold, possess, use, occupy, and enjoy real and personal estate to the amount of fifty thousand dollars, and to sell, convey, or otherwise dispose of the same, according to the by-laws, rules, and regulations of the aforesaid grand lodge; and the said corporation, by its name aforesaid, shall have perpetual succession, shall be competent to contract and be contracted with, to sue and be sued, plead and be impleaded, answer and be answered, defend and be defended, in all courts and places whatsoever, and to have and use a common seal, and the same to alter at their pleasure; and said grand lodge shall have power to add to, alter, amend, or repeal the constitution, by-laws, rules, and regu-

144 lations for the government of (the) same, provided such constitution, by-laws, rules, and regulations be not contrary to the constitution and laws of this State or of the United States.

§ 2. The said corporation shall be exempt from the requirements of sections thirteen, fourteen, fifteen, (and) sixteen of first article of general law, entitled "An act concerning corporations," approved November 23, 1855, and shall have power (to) loan the money of said grand lodge at the legal rate of interest, provided that the powers hereby granted shall not be used for banking, insuring property, or doing anything not expressly granted by the provisions of this act. That all the real estate held or acquired by the Grand Lodge of the State of Missouri of Free and Accepted Ancient Masons, for the purpose of erecting halls for the use of the order, or for the purpose of erecting schoolhouses for the education of orphan children, be, and the same are hereby, exempted from the payment of State and county taxes so long as the same shall be held for the purposes above mentioned.

This act to take effect from and after its passage.

Approved February 13, 1864.

Which said last-named act was passed at the request of the defendant and accepted by it.

145 Tenth. Plaintiff offered in evidence from the opening address of John D. Vineil, grand master, extracts from the records of defendant, found on pages 38, 39, & 40, in these words:

MASONIC HALL ASSOCIATION.

I call especial attention to our interests in the building we now occupy—"Freemason's Hall." By vote of the grand lodge, in 1866, ten thousand dollars' stock was taken in this enterprise. During my former term of office I issued an order for the payment of the first instalment of five thousand dollars. A similar order was issued by M. W. Bro. Dunscomb, so we assume that the stock subscribed has been paid. We therefore, in our corporate capacity, have a monied interest in this magnificent structure of ten thousand dollars. As your chief executive officer, I have felt it my duty to watch with care and concern our interest here. Knowing the demands for personal attention to this interest, I visited the *the* city in April last, and met the board of directors of the association. Being fully satisfied, after thorough investigation, that the necessary stock could not be disposed of to meet outstanding and pressing liabilities, I gave my vote as your representative in favor of issuing bonds. I believed then, as now, that this was the best possible method to adopt, both to protect our stock and
146 save the property. A full and detailed report will be rendered here respecting the general condition of the fund and our relation thereto.

Regarding this property as of great value, and a most desirable acquisition, I recommend the appointment of a committee to consider the question of its purchase. To secure the ownership of such an edifice, with its revenue-producing ability, would be a success worthy the highest efforts of the craft in Missouri. It is believed the grand lodge can easily acquire possession and control of this property, and thereby lay the foundation for one of the grandest charities of the age. Such a result would be a more glorious achievement than the conqueror's fame or the poet's laureate.

It is not my purpose or province to argue the importance of the proposed measure, or elaborately detail the facts and figures involved in this vital issue. I leave this to others. I merely present what is most suggestive.

If the grand lodge will assume the payment of the bonds when they mature, and convert them into stock, she can easily own and control, say, two-thirds of the building. By the time the bonds mature and are paid this property will be worth four hundred thousand dollars. Property of such value will yield an income and produce a dividend of at least six per cent. annually, which, if we own all the stock, will
147 give the grand lodge all she may have expended to secure the property. To secure the means necessary to purchase this property, let the grand lodge levy an assessment of one dollar per annum on each member in the State. The lodges can easily provide for this assessment by raising the amount charged for the degrees, and pay the sum out of the general fund of the lodge. With the present number of Masons in Missouri, this assessment and paying of the bonds, the rents of the building and income would be very large and constantly increasing. Thus, to my mind, the grand lodge can assume and carry obligations, without embarrassment, which will secure in the end one of the most desirable pieces of property in the Western country.

Resulting from such possession, the income would soon be sufficient either to refund to the lodges the various amounts paid, or, which will be the same, enable the grand lodge to run without any expense to the subordinates, and provide in addition an ever-increasing "charity fund"

on which the lodges can equally draw. I cannot close this subject without uttering the deep and earnest desire of my heart that measures may be adopted by which the grand lodge of Missouri shall yet occupy the proud position in which the proposed plan would place us.

148 If the representatives of Missouri Masonry will rise to the commanding eminence standing out before them, and with expanding views realize the grandeur of the prospect and grasp the golden opportunity now flashing in our vision, they will give character and glory to the craft not to be secured in a century.

Eleventh. The plaintiff then read from the records of defendant the following report and resolutions, which were adopted in due form by the defendant at its 49th annual communication in October, 1869:

MASONIC HALL.

The special order being the consideration of the report of the special committee on Masonic hall, the committee reported as follows:

To the Most Worshipful Grand Lodge of Missouri:

Your committee, to whom was referred that part of the M. W. Grand Master's address in relation to the Masonic Hall Association, beg leave to report that, after a careful and studious consideration of the whole question, and after listening to all the arguments both for and against the same, they have arrived at the conclusion to report in favor of the assumption to the payment of the bonds issued by the association by this grand lodge. Your committee, in making this report, have considered it unnecessary to give the reasons by which they have ar-

149 rived at the above conclusion, as the same would only tend to encumber the journal, and also that all the facts will be brought out in the discussion of this very important subject.

Your committee would, however, add that, by assessing the lodges under this jurisdiction at the rate of one dollar per annum for each member for eight years, a fund will be created which, at 8 per cent. interest, will pay off the bonds at their maturity, and leave a surplus of more than eighty thousand dollars, taking as a basis for this calculation a membership of 15,000, which is below the actual returns.

By assuming this payment, it will, in the opinion of your committee, place the grand lodge in a situation by which it will not only be self-sustaining, but will be enabled to dispense a vast amount of charity fund among the subordinate lodges, and thereafter the lodges will be relieved entirely of the payment of grand lodge dues. Your committee would therefore ask the adoption of the following resolution:

Resolved, That this grand lodge assume the payment of two hundred thousand dollars, bonds issued by the Masonic Hall Association, provided that stock is issued to the grand lodge by said association to the amount of said assumption of payment by this grand lodge as the said bonds are paid.

150 Resolved, That a fund is hereby created in this grand lodge to be called "Masonic Hall Fund," and that the various subordinate lodges be required to pay into the hands of the grand secretary, for the purpose of said funds, the sum of one dollar per year for each member of said lodge, commencing at the next session of this grand lodge.

Twelfth. The plaintiff proved that, on the 1st day of March, 1870, the debt for which the said bonds of the series of 5th of June, 1869, has been, as before stated, pledged as collateral security, were paid by said hall association, and the bonds were taken up by said hall association

Thirteenth. Plaintiff then read from the authentic records of the proceedings of said grand lodge, at its 50th annual communication, held in S't Louis, October 10th, 1870, as follows:

MASONIC LODGE.

The special committee appointed at the last session reported as follows, which report was received and the committee discharged:

MOST WORSHIPFUL GRAND MASTER: Your committee who were instructed to ascertain whether the legislature would carry into force and effect the terms upon which the State of Missouri received
151 the college property located at Lexington, beg leave to report that the legislature at its last session passed the following act:

Whereas the State of Missouri did, by an act of the general assembly, approved May 13, 1861, accept, as a donation, from the Grand Lodge of Ancient Freee and Accepted Masons of the State of Missouri, the college grounds and property of said lodge, located in the city of Lexington, on the terms set out in said act; and whereas it is represented to this general assembly as being expedient and acceptable to said grand lodge to reconvey said college-grounds and property: therefore, be it enacted by the general assembly of the State of Missouri as follows:

§ 1. The governor is hereby authorized and directed to cause to be executed and delivered to the Grand Lodge of Ancient Free and Accepted Masons of the State of Missouri a good and sufficient deed, in the name of the State, for the college-grounds and property of the Missouri Military Institute, at Lexington, as described in a certain deed bearing date May, 1866, whereby said college-grounds and property were conveyed to the State of Missouri by said grand lodge on the terms and for the purposes therein set forth. And said deed so executed shall be
152 signed by the governor and countersigned by the secretary of state, with the seal of the State affixed thereto.

SEC. 2. All moneys heretofore appropriated by the State for the benefit of said military institute, and remaining in the hands of the treasurer or other officer of said military institute, shall be refunded and paid back by such treasurer, or other officer having the same, to the treasurer of the State, taking his receipt therefor; provided, that on the acceptance of the deed to be executed under section 1 of this act the State shall not be liable under any former acts or contracts for the payment of any sum or sums of money to said institute; and provided further, that said grand lodge, upon acceptance of such deed, shall be, and is hereby, authorized to own property of any value not exceeding three hundred thousand dollars.

SEC. 3. This act shall take effect and be in force from and after its passage.

Approved March 22, 1870.

Fraternally submitted.

MARTIN COLLINS,
JA'S E. CARTER,
Committee.

GRAND SECRETARY'S REPORT.

The grand secretary submitted to the grand lodge a report, which was adopted and ordered to be printed with the proceedings.

153 Fourteenth. Plaintiff then read extract from report of the grand secretary to the grand lodge, presented on the 10th day of October, 1870, from which report the following extract was read by the plaintiff in these words: "I have received from the secretary of state a certified copy of the act of incorporation, approved March 22, 1870, whereby the college property was redonated to the grand lodge by the State, with an amendment authorizing this grand lodge to hold property to the amount of three hundred thousand dollars. You will find a copy of the act, together with a copy of the act of 1864, which I procured from the law library of S't Louis County, submitted herewith."

Fifteenth. The plaintiff then read this further entry from the records of the proceedings of said grand lodge, of 10th October, 1870, in these words: "The grand secretary submitted the following report, which was adopted and ordered to be printed with the proceedings."

It was submitted by the defendant that the act of 22d of March, 1870, referred to in the secretary's report above, is the same which is embraced in said report of Martin Collins and Ja's E. Carter.

154 Sixteenth. The plaintiff then examined JOHN W. LUKE, who testified as follows:

I am at present grand master of the grand lodge; I have been a member of it 15 or 20 years.

Question by plaintiff's counsel. Will you name the officers of the grand lodge?

Answer. The grand master, deputy grand master, grand senior warden, grand junior warden, grand secretary, and grand treasurer. These are the officers of the grand lodge, the grand master being the chief executive officer of the lodge. The persons named as corporators in the act of 13th of February, 1864, were at that time the chief officers of said grand lodge. I and the other present officers of the grand lodge are the regular successors by election, from year to year, of said corporators, according to the constitution of said grand lodge. The body that accepted the act of 13th of February, 1864, and that has since been acting under said act, is the same grand lodge which passed the resolutions assuming payment of the bonds of the hall association. The communication at which said resolutions were passed was the regular annual communication of said grand lodge as fixed by its constitution and by-laws.

155 Plaintiff then read in evidence sections 1, 4, and 8 of article V of the constitution of the Grand Lodge of Ancient Free and Accepted Masons of the State of Missouri, in these words:

SECTION 1. The grand lodge shall be the supreme Masonic authority within the State of Missouri, and by the ancient constitutions and usages of the fraternity is, and shall be, invested with all the original essential powers and privileges belonging to the ancient craft, and shall have power especially—

First. To enact and enforce all laws and regulations for the government of the fraternity, and to alter, amend, and repeal the same at pleasure.

Fourth. To assess and collect from the several lodges under their jurisdiction such sums of money as may be deemed necessary to be appropriated to the benefit of the craft.

Eighth. To require and collect from all brother Masons residing within the jurisdiction of this grand lodge such sums of money annually for charitable purposes as may from time to time be provided for and required by law.

M'r Luke further testified that the grand master has power to receive real estate by order of the grand lodge.

156 Sixteenth. Plaintiff then read the act of the general assembly of the State of Missouri, of March 22, 1870, the same comprehended in the report of Collins and Carter above.

The defendant here admitted that the grand lodge, on or about the 1st of April, 1870, accepted a deed of the Lexington Military Institute property made by the governor under said act of 22 of March, 1870, and that said grand lodge afterwards conveyed the same property, by a valid deed, to the Marvin Institute.

Seventeenth. Plaintiff then read the following circular of the president and directors of the Masonic Hall Association, as follows, viz:

Exhibit of the Masonic Hall Association and the action of the grand lodge thereon, and the reasons therefor. Published for the information of all lodges in the State. Saint Louis: H. R. Hildreth, printer & stationer, 126 Olive street. 1869.

Exhibit of the Masonic Hall Association and the action of the grand lodge thereon, and the reasons therefor.

The directors of the Masonic Hall Association present the following detailed statement of the condition of the association and of the plan for providing for the payment of the bonds issued by them.

157 The subject having been presented to the grand lodge in the address of M. W. Grand Master J. D. Vencil, at the annual communication, was referred to a special committee, who, after a careful examination of the matter, made a favorable report, and the grand lodge assumed the payment of the bonds.

The total cost of the property of the association, including ground, building, furniture, etc., complete, is.....		$296,460 00
4,823 shares of stock, at $20 each	$96,460 00	
Bonds due in five years.....	60,000 00	
Bonds due in fifteen years	140,000 00	
		$296,460 00

The above stock is nearly all owned by the lodges and members of the fraternity; the grand lodge $10,000 worth of the stock.

The proposition was that, in consideration of the grand lodge assuming payment of the above bonds, the association would issue to the grand lodge certificates of stock of all the bonds assumed, and as soon as any of them shall be paid. The assessment of one dollar on each member of a lodge in the State, taking as a basis 15,000 members, with a yearly increase in numbers of ten per cent., would, at the end of the fifth year, provide enough to pay the bonds then maturing and leave a surplus of $19,281; at the end of the eighth year the amount realized would be $113,350.00, when assessments would be no longer
158 necessary, as that amount, with the steadily accumulating interest, would be sufficient to pay the remaining bonds when they become due at the end of the fifteenth year, and leave a surplus to the grand lodge of grand charity fund, $80,883.00. This, with the income from two-thirds of the stock in the association, which the grand lodge will then own, will relieve the subordinate lodges from any further payment of dues to the grand lodge.

Brethren, this is no visionary project; it is simply a matter of calculation, which any of you can make. We append to this a table of

our calculation. Examine them carefully, and you will find them undeniably correct.

The directors propose to apply all the net income of the association toward the payment of the interest on the bonds, and as that income will not be sufficient to pay all the interest till after the five-year bonds are taken up, we have estimated for that probable deficiency by deducting from the receipts for assessments of those years $5,000 per annum. This is a reasonable allowance, and whatever may not be required of that amount for the above purpose will be that much added to the charity fund, and for any interest so paid certificates of stock will be issued to the grand lodge.

159 In short, the whole matter is equivalent to selling to the grand lodge two-thirds of the stock in the association on five and fifteen years' time, without interest, property which within that time will nearly double in value (the Odd-Fellows' Hall is now worth three times its original cost), and the grand lodge can meet the payment by a general collection not exceeding one dollar on each member per annum.

The simplicity of the plan, with its astonishing results, consists in the steady contribution for a short time of a small sum by many persons; one dollar in the hands of any person is unproductive, but that amount from each one of a thousand persons makes a sum that will by its interest double itself in the course of eight years, and we have this suggestion to make to you: If the assessment is paid into the treasury of the grand lodge during the first six months of each year, it would make an addition to the surplus charity fund of $14,160, merely from the additional interest that will yearly accrue from having the funds invested that much sooner, and with an individual brother who has one dollar to pay it is immaterial to him whether he pays it during the first or last month of the year.

EXHIBIT.

160 The following exhibit was presented to the grand lodge, setting forth the financial basis upon which it was ask' to assume the payment of the bonds, and thus secure to the grand lodge the control of the property and all its legal franchises:

15,000 members in 1870, at $1 each.....	15,000 00	
Deduct interest paid on bonds.....	5,000 00	
		10,000 00
Second year:		
16,500 members in 1871, at 1 each	16,500 00	
Add interest on first year's subscription.....	1,600	
	17,500 00	
Deduct interest paid on bonds.....	5,000 00	
		12,500 00
Third year:		
18,150 members in 1872, at $1 each.....	18,150 00	
Add interest on 1st & 2d years' subscription..	2,250 00	
	20,400 00	
Deduct interest paid on bonds.....	5,000 00	
		15,400 00
Fourth year:		
19,965 members in 1873, at $1 each.....	21,961 00	
Add interest on 3 years' subscription.....	3,790 00	

	23,755 00	
Deduct interest paid on bonds	5,000 00	
		18,755 00
Fifth year:		
21,961 members in 1874, at $1 each	21,961 00	
Add interest on 4 years' subscription	5,665 00	
	27,626 00	
Deduct interest paid on bonds	5,000 00	
		22,626 00
		79,281 00
161 Pay bonds now due		60,000 00
Balance on hand		19,281 00
Sixth year:		
24,157 members in 1875, at $1 each	24,157 00	
Add interest on balance	1,928 00	
		26,085 00
Seventh year:		
26,572 members in 1876, at $1 each	26,572 00	
Add interest on 5th & 6th years' subscriptions	4,536 00	
		31,108 00
Eighth year:		
29,229 members in 1877, at $1 each	29,229 00	
Add interest on 5th, 6th, & 7th years' subscriptions	7,647 00	
		36,876 00
Amount carried forward		$113,350 00
Accumulated fund at end of 8th year, when assessments on members cease	113,350 00	
9th year, add interest on fund 1878	11,335 00	
		124,685 00
10th year, add interest of 1879		12,468 00
		137,153 00
11th year, add interest on fund 1880		13,715 00
		150,863 00
12th year, add interest on fund 1881		15,086 00
		165,954 00
13th year, add interest on fund 1882		16,595 00
		182,549 00
14th year, add interest on fund 1883		18,254 00
		200,803 00
15th year, add interest on fund 1884		20,080 00
		220,883 00
Bonds now due		140,000 00
Surplus		80,883 00

162 REPORT OF COMMITTEE.

The following report of the committee appointed by the grand lodge to examine the affairs of the association was submitted and adopted:

Report.

Your committee, to whom was referred that portion of the M. W. grand master's address in relation to the Masonic Hall Association, beg leave to report that, after a careful and studied consideration of the whole question, and after listening attentively to all the arguments both for and against the same, they have arrived at the conclusion to report in favor of the assumption of the payment of the bonds issued by the said association by this grand lodge. Your committee, in making this report, have considered it unnecessary to give the reasons by which they have arrived at the above conclusion, as the same would only tend to encumber the journal, and also that all the facts will be brought out in the discussion of this very important subject.

Your committee would, however, add that, by assessing the lodges under this jurisdiction at the rate of one dollar per annum for each member for the term of eight years, a fund will be created which,
163 at eight per cent. interest, will pay off the bonds at their maturity and leave a surplus of more than eighty thousand dollars, taking as a basis for this calculation a membership of 15,000, which is below the actual returns. By assuming this payment it will, in the opinion of your committee, place the grand lodge in a situation by which it will not only be self-sustaining, but will be enable' to dispense a vast amount of charity-fund among the subordinate lodges, and thereafter the lodges will be entirely relieved of the payment of grand lodge dues.

Your committee would therefore ask the adoption of the following resolution:

Resolved, That this grand lodge assume the payment of two hundred thousand dollar bonds issued by the Masonic Hall Association, provided that stock is issued to the grand lodge by said association to the amount of said assumption of payment by this grand lodge as the said bonds are paid.

Resolved, That a fund is hereby created in this grand lodge to be called "Masonic Hall Fund," and that the various subordinate lodges be required to pay into the hands of the grand secretary, for the purpose of said fund, the sum of one dollar per year for each member of said lodge, commencing at the next session of this grand lodge.

164 Respectfully submitted.

SAM'L H. OWENS,
ALEX. M. DOCKERY,
JNO. H. TURNER,
SAM'L RUSSELL,
W'M D. MUIR,
Committee.

Reasons for the action of the grand lodge.

The Masonic Hall Association, in offering to the grand lodge this splendid property, did so with a full desire to place the grand lodge upon a firm financial basis for all time to come.

It will be remembered that grand lodges never die, and for ought we know the grand lodge of Missouri may exist for hundreds of thousands

of years, or as long as the earth shall last. Without some financial basis to raise funds outside of direct taxation, that taxation would have to continue year after year; but by a very small sacrifice for a few present years it can be dispensed with forever. The association, in presenting this proposition to the grand lodge, did so in the best faith for the entire interest of the latter body. The property is covered by a legislative franchise worth more than the whole property, and is such a franchise or legislative grant as may never be acquired again from the State, viz, free from all taxes.

165 The committee appointed by the grand lodge very properly drew a distinction between the Masonic Hall and the late Masonic College. The latter was a source of endless expense and taxation without any revenue, while with the Masonic Hall, now finished and completed, the tax is only for eight years; after that it will be a source of perpetual revenue to the grand lodge.

The grand lodge, in accepting the proposition of the Masonic Hall Association, virtually submitted to the craft throughout the State the following questions, which each member should consider as propounded to him individually:

1st. Are you willing to lend to the grand lodge one dollar a year for eight years?

2d. Are you willing to do this in order to help the grand lodge in that time to realize a splendid revenue for charity and Masonic aid, and to enable it to dispense with every sort of grand lodge dues during the remaining centuries in existence?

If these questions are answered in the affirmative, then, in a very short time after the bonds are paid, the grand lodge can rapidly return to each lodge and member every dollar loaned it, over and above the entire annual expense of the grand lodge. The whole question

166 before the grand lodge was simply this: "Shall we make a united effort of eight years in order to live forever independent and free from taxation the remainder of our existence?" It was answered in the affirmative, and the foregoing reasons for that answer are herewith submitted to the fraternity by suggestion of the officers of the grand lodge.

Fraternally and courteously,

SAMUEL GATY, *President.*
J. H. McLEAN, *Vice President.*
W. N. LOKER, *Treasurer.*
DANIEL G. TAYLOR,
THO'S RICHESON,
JNO. W. LUKE,
W'M H. STONE,
ERASTUS WELLS,
Directors.

It was admitted by the plaintiff that this circular was issued and circulated by the hall association about one month after the adjournment of the grand lodge in October, 1869, after the adoption of the resolution in subdivision eleven of this bill of exceptions.

It was admitted by the plaintiff that this circular was signed and issued by the directors of the Masonic Hall Association.

John W. Luke testified that said circular was issued and dis-

167 tributed at the suggestion of the then grand master of the grand lodge, the grand lodge not then being in session, for the purpose of showing to the lodges throughout the State why the grand

lodge had taken the action there detailed in assuming the payment of the $200,000.

James H. Britton, in behalf of plaintiff, testified as follows: In the year 1870, I was the treasurer of the Masonic Hall Association. I saw a circular, and presume the above to be a copy. I distributed some of them. In the spring of 1870, I negotiated some thirty or forty thousand dollars of the second mortgage bonds to different parties. I called attention of parties to the resolution of assumption as evidence of the value of the bonds. Pending the negotiation of these bonds, I had conversations with Tho's E. Garret, deputy grand master, W'm N. Loker, grand treasurer, and G. F. Gouley, grand secertary of the grand lodge, in reference to these negotiations. I understood two of them, Loker and Gouley, certainly, as aiding actively in the negotiation of the bonds. Loker was at the time a director of the hall association, and Gouley was secretary of that association. M'r Loker was my predecessor as treasurer of Masonic Hall Association. I negotiated some of these bonds through M'r Charlie Thaw. I disposed of the bonds by an authority of the Masonic Hall Association, and find that the first money received
168 for bonds was in April, 1870. A great many Masons in the city besides stockholders in the Masonic Hall Association were interested in this thing for the purpose of saving the building to the Order. The second mortgage of $60,000.00 was foreclosed in the fall of 1873, and the proceeds of the sale were $63.00. Preferred stock was issued by the Masonic Hall Association after the grand lodge passed the resolutions rescinding the assumption of the $200,000.00 bonds. I don't know whether the bonds sued on are bonds which were in my hands, or not; I don't know whether I negotiated those specific bonds, or not. The only authority I had for the negotiation of any of these bonds was derived from the Masonic Hall Association.

W'm N. Loker, for plaintiff, testified: I am now grand treasurer of the grand lodge. I know of no other body by that name in this State. The records from which extracts have been read, are the only records of the grand lodge. As to the issuance of the circular above mentioned, the then grand master, John D. Vincil, Tho's E. Garret, deputy grand master, G. Frank Gouley, grand secretary, and myself, grand treasurer of grand lodge, were in favor of it. The circular was issued by the directors of the Masonic Hall Association. I was a member of this association. We had no official communication with these officers
169 above mentioned, nor they with us on the subject of the circular. Between April 7th and April 13th, 1870, $41,400.00 of these bonds were diposed of to particular parties, among others, Richardson, Britton, Taylor, Fischer, Maude, and Gaty. The Masonic Hall building was completed, I think, in 1868. The grand lodge rented an office in it for the grand secretary; the third and fourth stories was then occupied by Masonic bodies. The grand lodge met there in the large hall once in every year, from and after the completion of the building in 1868.

Albert Fischer, witness for the plaintiff, testified as follows: I got some of these 2d mortgage bonds, but am not directly the holder of them. I got them from James H. Britton, treasurer Masonic Hall Association, on the 31st day of March, 1870. Before I got these bonds, the resolution of assumption of the grand lodge was read to me, and I knew it must be true, as my lodge had taxed me one dollar already to pay this indebtedness of $60,000.00; on the strength of that resolution, I was asked how many bonds I would be able to dispose of. I agreed to take $5,000.00, and try to have them sold, as the hall association had to have money. I sold my lodge $1,000.00 of them. It said she knew the grand

lodge secured the payment, and she would take $1,000.00. I was the treasurer at the time. My lodge would not have taken a sec-
170 ond mortgage bond without the assurance of the grand lodge. $3,500.00 of the $5,000.00 in bonds, I took for an elderly woman. I made the investment for her in the belief that the assumption of the bonds by the grand lodge made them as good as the Bank of England; the other $500.00 of the bonds were taken by Masonic Benevolent Association, in the same way, thinking they were as safe as gold. I was elected a director of Masonic Hall Association in January, 1870; never knew of these bonds before. The bonds which I and my lodge got, are not the bonds sued on.

W'm H. Waters, testified: In 1870, I was a director of the Second National Bank of S't Louis; am now its president. I first noticed the coupons sued on, and also the bonds to which the coupons were attached, in the possession of the bank in July, 1870, and, to my knowledge, the bank has held them from that time to the present. The bank paid 85 cents on the dollar for the bonds. I have no personal knowledge of the purchase of these bonds; was not present at their purchase.

E. D. Jones, for plaintiff, testified: In the year 1870, I was cashier of the Second National Bank of S't Louis. A portion of the bonds and coupons above mentioned by M'r Waters, were purchased by the bank from E. G. Obear; the balance, I think, from Charlie Thaw. The
171 inducements to their purchase was the price, and the assurance and pledge of the grand lodge. I was assured by these parties, Obear and Thaw, that the pledge existed. I never saw the resolution assuming payment of these bonds; the price paid was 85 cents on the dollar; the amount then purchased was between ten and fourteen thousand dollars. I conversed with Thaw and Obear, and they were the parties who made the representations. The bonds were not taken to secure any pre existing indebtedness, but as an investment. M'r Obear was a director of the 2d National Bank, the plaintiff.

Charlie Thaw, witness for plaintiff, testified as follows: In the spring of 1870 I negotiated two or three lots of these second-mortgage bonds, obtained from Col. Britton, to the plaintiff, the 2d National Bank of S't Louis. I told the bank the bonds were second-mortgage bonds, guaranteed by the grand lodge before the passage of the assumption resolution. I do not think the bonds were negotiable after the passage of the resolution. I had a conversation with William D. Muir, then grand master of grand lodge, in which he stated the resolutions were binding and conclusive, and there would be no difficulty about it. I sold from twelve to eighteen thousand dollars of these bonds to plaintiff, and sold some to other parties, probably $300,000.00 in all, and obtained
172 them from Col. Britton, then treasurer of the Masonic Hall Association. Polar Star Lodge No. 79, of which I was master, purchased $5,400.00 of these bonds solely upon the assumption resolution of the grand lodge, and paid par for them. Another party took 410,000 of them on account of this resolution of assumption; they were taken early in the summer of 1870; a little later than the transaction with the Second National Bank. When I negotiated the bonds I supposed the money was going to the benefit of the Masonic Hall Association. I cannot say that Muir or any other officer of the grand lodge knew that I was negotiating these bonds. I do not know that the officers of the grand lodge with whom I may have had conversations were aware that I was making any negotiations of these bonds. I don't know that fact. I did not inform them (the officers of the grand lodge) that I was negotiating the bonds on the strength of the resolution of assumption. I

did not use the circular of the hall association in making sales, nor in making statements to purchasers to induce them to buy. I knew of the passage of the resolution by the grand lodge, being a member of that body, and did not need the circular to enable me to know what the grand lodge had done. In negotiating the sales to the plaintiff
173 I did not exhibit any copy of the resolution or the circular-letter, or any paper other than the bonds themselves.

W'm H. Stone, witness for the plaintiff, testified as follows: In 1869 & 1870 I was a director of the Masonic Hall Association. After the passage of the resolution of assumption in 1869 I had a consultation with the grand master and grand master elect of grand lodge about issuing the circular heretofore mentioned, and the best course to pursue by the hall association in bringing the matter before the fraternity throughout the *the* State, and the circular was the result of that deliberation. I made efforts to negotiate the bonds before the passage of the resolution of assumption, repeatedly, but did not succeed, as without the endorsement of the grand lodge they were not worth the paper they were printed on.

For the purpose of further identifying the body, simply, the plaintiff offers the proceedings of grand lodge, in 1870, as follows, to wit:

MASONIC HALL.

The committee submitted the following report, which was unanimously adopted:

MASONIC HALL, S'T LOUIS, MO.,
October 12th, 1870.

To the M. W. Grand Lodge of Missouri:

174 The undersigned committee, to whom was referred so much of the grand master's address as relates to the action of this grand lodge in subscribing $200,000.00 to the Masonic Hall Association, would respectfully beg leave to report that as to the legality of the ballot cast upon the question as to said subscription, as the same appears of record in the proceedings of last grand lodge, at page 90, it is admitted by Bro. Dockery that the vote of S't John's Lodge, No. 28, was cast by him upon verbal authority from the representatives of said lodge, and that he (Bro. Dockery) was not a member of said lodge, this being true. Sec. 2 of article II of our constitution requires that proxies should be in writing, and to a member of the lodge of which he who gives it belongs. Without, therefore, reflecting upon the brother who cast the vote, or upon the grand secretary (who is not presumed to know who cast the vote) for recording it, your committee can but conclude that said lodge vote so cast was illegal, and therefore should not have been counted on said ballot; and that the correct record of said vote would be as follows: Ayes, 241; noes, 240; provided, lodge 67, which does not appear in the report of the committee on credentials, was properly represented at the time the vote was cast.

Your committee would further report that upon consultation
175 with the "Masonic Hall Association," they find that said hall property cost $339,586.55; that of that amount there has been issued and paid for stock to the amount of $112,320. There has been partly paid for and forfeited to the association stock to the amount of $9,726.55, leaving the outstanding indebtedness of said association $200,000; that of this amount there were issued in June, 1869, bonds of

said association to the amount of $140,000, running fifteen years, and drawing eight per cent. per annum interest, payable semi-annually; which bonds were sold to Bro. A. H. Lee (since deceased), and a first mortgage on said property given to secure the same, which bonds are still held by his estate; that in September, 1869, bonds to the amount of $60,000 (the balance of said indebtedness), running five years, with eight per cent. per annum interest, payable semi-annually, were issued, but not put upon the market until since the action of the grand lodge, to wit, in spring of 1870; that at a meeting of the Masonic Hall Association held October 28th, 1869, the following resolution was adopted:

"Resolved, That the Masonic Hall Association accept the proposition embodied by the resolution adopted by the most worshipful grand lodge 8th of October, 1869, in which it assumes the payment of
176 the bonds issued by the association to the extent of $200,000."

That subsequently, to wit, in March, 1870, said $60,000 bonds were placed in the hands of Bro. J. H. Britton for sale, and sold at 85 cents on the dollar, he assuring the purchasers that they would have the grand lodge for security, as well as a second mortgage on the property, which was given to secure them; Bro. Britton stating that in case the grand lodge should not pay them, he would feel in honor bound to take back the bonds he had sold and refund the money. Six thousand seven hundred dollars of these bonds are held by Bro. McLean, the president of said association, the balance by outside parties.

Your committee further report that said association makes no proposition to compromise or relieve the grand lodge from its supposed obligation.

From the foregoing facts, your committee are of opinion that the proposition made by the grand lodge, and accepted, by the association, would have imposed no legal obligations upon the grand lodge, which the courts of the country would have enforced, had both parties been capable of contracting and being contracted with, to the extent contemplated by their action; but your committee find, that by an act of the legislature, incorporating this grand lodge, approved Feb'y 13,
177 1864, which was in force at the time of said subscription, there is no authority for investing in stocks; and real and personal estate authorized to be held by the grand lodge is limited to $50,000, and hence having exceeded their authority in subscribing $200,000, said subscription was null and void. Again, your committee find that the act incorporating the "Masonic Hall Association" fixes their capital stock at $50,000, which may be increased to any amount "not exceeding $200,000, in shares of twenty dollars each." Having disposed of stock to the amount of $112,320, they can, under the limitations of said charter, increase their capital stock only $87,680 more, and therefore in accepting said subscriptions and agreeing to issue $200,000 of stock to the grand lodge, they exceeded their corporate authority, and said action was not authorized by law, and therefore null and void.

In view of these facts, your committee, without expressing any opinion as to the advantages or disadvantages of the proposed investment, or as to the effect and bearing of the grand lodge' action as affected by the Masonic law, are forced to the conclusion that there is no contract binding upon either party, but that the whole proceeding was beyond the power of either party as defined by law. Such being the case,
178 there no longer exists any necessity for enforcing the second resolution providing for said supposed indebtedness, whether the same was legally passed or not.

Your committee, therefore, leaving the question as to the propriety of

investing in the stock of said association in such sums as is authorized by law to the future action of this grand lodge, and earnestly hoping that, to the end that all confusion and bickering may be avoided, the proposition, if renewed, will be submitted to all the subordinate lodges for their action, submit and recommend for adoption of this grand lodge the following resolution:

Resolved, That the action of this grand lodge, at its last annual communication, to wit, October 14th, 1869, in assuming to pay $200,000 of bonds of the Masonic Hall Association, in consideration of its equivalent in stock being transferred to it, and in providing a fund for the payment of the same, was unauthorized by law, and therefore null and void, and that the resolution pertaining thereto, be and the same are hereby, repealed.

Fraternally submitted.

JOHN F. HOUSTON,
R. E. ANDERSON,
GEORGE WHITCOMB,
JOHN RALLS,
H. L. MILLS,
W. H. STONE,

Committee.

179 Bro. R. E. Anderson offered the following resolution, which was adopted:

Resolved, That the grand secretary be, and he is hereby, instructed to return to the subordinate lodges all monies paid by them under the resolution, which has been repealed, creating a Masonic Hall fund.

It was further proved that said report and resolution repealing said resolution of 1869 was adopted by the said grand lodge, at its said session of October, 1870.

John B. Maude, witness for plaintiff, was a director of Hall Association of 1869 and 1870. M'r G. Frank Gouley at that time was secretary of Hall Association, and also of grand lodge. In July, 1870, the Hall Association being in pressing need of money, it was proposed that these $60,000 of bonds be placed on the market. M'r Gouley was aware of this. I afterwards, as the record show', bought some of the bonds, but not until I had read the official proceedings of 1869 of the grand lodge. I satisfied myself they were all right, and took them at 85 cents on the dollar. Nearly all the stock in the Masonic Hall Association has been or was to be surrendered in order to give it to the grand lodge. I cannot say whether this surrender was after the rescission resolution of 1870. The grand lodge owned $10,000 of the stock of the Hall
180 Association by purchase long before the adoption of the resolution of 1869. We could have gotten all the stock surrendered in order to comply with our contract.

Plaintiff offered coupons sued on, amounting to $2,000, in evidence.

J. H. McLean, witness for plaintiff, testified as follows: I am a director of the Masonic Hall Association, and was vice-president in 1869. The Masonic Hall building is situated in S't Louis, corner 7th and Market streets. We could not sell the second-mortgage bonds until after the resolution of assumption was passed. The Masonic building was a home for the grand lodge and meetings of Masons. We gave them a free leave to stay without any rent. The grand lodge paid $1,200 per annum rent for a permanent office for the grand secretary. The building cost about $235,000; this is my recollection, but cannot tell exactly without looking into it. No one put any value on the second-mortgage

bonds before the resolution of assumption; after the resolution of assumption, a large number of these bonds were negotiated on the strength of their passage by the grand lodge. The money realized from sale of these second-mortgage bonds was used in paying building notes
181 which were outstanding at that time against the Masonic Hall Association.

Here plaintiff closed.

FOR THE DEFENCE.

The plaintiff admitted that the exhibit embodied in the circular published in November, 1869, by the directors of the Hall Association was the same which was used in the committee which reported the resolutions of 1869, and that said exhibit was prepared and presented to the committee by John W. Luke, a director of the Masonic Hall Association, at the request and by the direction of said Hall Association.

The defendant then read the following proceeding of the directory of the Masonic Hall Association, had on the 24th day of October, 1870.

Mr Richeson offered the following resolution, which was adopted:

"Resolved, That the secretary be required to prepare a detailed statement of the entire indebtedness of this association, both due and to become due, same to be printed and a copy thereof to forwarded to each and every stockholder of the association, with the request that they attend a meeting of the stockholders to be held on the evening of the 25th of November next, at 7.30 o'clock, in the large hall of this building, corner of 7th and Market streets, to devise the ways and means
182 to liquidate said indebtedness, and that the lodges, &c., be requested to send some officer of the lodge to represent said stock at said meeting."

No further business. Adjourned.

Attest:

GEO. FRANK GOULEY, *Sec.*

The defendant then read the following circular, addressed to the stockholders of the Hall Association, the plaintiff first admitting that said circular was published pursuant to the resolution above of 24th of October, 1870, viz:

To the stockholders of the Masonic Hall Association of S't Louis:

The undersigned board of directors feel it an imperative duty they owe to you and the best interests of the association to call you together for consultation, and to devise the best ways and means of providing for the future.

As you are aware, the grand lodge of Missouri, in 1869, made a proposition to provide for the liquidation of the $200,000 in bonds which were issued by your order at a meeting held April 27th, 1869, and said proposition was accepted by us on October 28th, 1869, and we were left, therefore, only to provide for the current interest account until October, 1870, the floating debt (which was small), and the current expenses. At a meeting of the grand lodge last month the question was raised
183 as to the legality of the proposition under the grand lodge charter, and the acceptance of it by the association under its charter, which being thoroughly examined, it was found that the grand lodge could not accept a liability greater than $50,000; nor could the association issue the necessary additional $200,000 worth of stock to pay for the bonds, as that amount is its limit, and it has already issued $112,320,

leaving a margin of only $87,680 worth more to issue. The contract was therefore necessarily declared null and void.

The following is the indebtedness of the association:

Funded debts:

Bonds due in 1881	$140,000 00
" " " 1874	60,000 00
Note " " 1874	4,747 98
	$204,747 98

Debts now due:

Note due October 31st	$6,000 00
Bills for painting and repairs	1,368 80
Interest due December 1st	5,600 00
	12,968 80

The interest on bonds at 8 per cent., and current expenses maturing annually, are:

Interest due in February	2,400 00
" " June	5,600 00
" " August	2,400 00
" " December	5,600 00
Expenses of fuel, gas, janitor, &c	3,300 00
	$19,300 00
184 To meet which, the income which will increase yearly, is	12,000
Making this estimated deficiency	$7,300 00

to be provided for annually, an amount about equal to 3½ per cent. on the funded debt, commencing with the year 1871, and running till the bonds are paid.

The present contingencies must, however, be provided for, and it is necessary for you to meet and consult as to the ways and means of preserving your property, valued reasonably at $400,000, including its liberal franchises.

A meeting of the stockholders has therefore been called, to be held in the large hall, corner of Seventh and Market streets, on Friday evening, November 25th, at seven and half o'clock. $44,440 of the capital stock is represented by organized bodies, such as lodges, chapters, councils, and commanderies, and the directors have to request that the presiding officer of each of these bodies holding stock will call a special meeting of their respective organizations, and lay this matter fully before them, in order that each representative of said stock may come

prepared to act understandingly and with full authority, either as to the cancellation of stock or subscription for a new issue.

J. H. McLEAN,
President.
JNO. B. MAUDE,
Vice-President.
185 JA'S H. BRITTON,
Treasurer.
JNO. W. LUKE,
THO'S RICHESON,
W'M W. LOKER,
ALBERT FISCHER,
W'M BOSBYSHELL,
DAVID R. POWELL,
Directors.

Attest:
GEO. FRANK GOULEY,
Secretary.

The defendant here closed.

Charge.

The court then instructed the jury, as follows:

GENTLEMEN: Under the views which the court entertains concerning the law of this case, as it will be stated to you, it is not necessary to detain you long. This is an action against the Grand Lodge of the State of Missouri, of Free and Accepted Ancient Masons, and is brought against it in its corporate capacity.

On the 13th of February, 1864, the legislature of the State of Missouri incorporated the defendant here, the grand lodge, and gave it very few strictly limited and defined powers, and so far as this action is concerned, the essential power was one "to acquire, hold, possess, use, occupy, and enjoy real and personal estate to the amount of $50,000, and to sell, convey, or otherwise dispose of the same, according
186 to the laws, rules, and regulations of the aforesaid grand lodge, with power to sue and be sued in all courts and places; to have a common seal." The second section contains a provision, "that the corporation shall be exempt from the requirements of certain sections in the general act concerning corporations, and shall have power to loan the money of the grand lodge at a legal rate of interest, provided that the power hereby granted shall not be used for banking, insuring, or doing anything not expressly granted by the provisions of this act." Now, so far as this action is concerned, the essential limitation upon its powers is one that restricts the defendant in the purchase of real and personal estate to the amount of $50,000. When that statute was in force the grand lodge of Missouri, on the 14th of October, 1869, passed this resolution:

"Resolved, That this grand lodge assume the payment of the $200,000 bonds issued by the Masonic Hall Association, provided that stock is issued to the grand lodge by the said association, to the amount of said assumption of payment of this grand lodge, as the said bonds are paid."

On the 12th day of February, 1853, the legislature of the State of Missouri incorporated a body under the style of the "Masonic Hall

Association," with a capital stock of $50,000, to be increased at
187 the will of the stockholders to any amount not exceeding $200,000 in shares of $20 each. This body was made capable of acquiring and holding any and every kind of property whatever, for the purpose of building a Masonic Hall in the city of St Louis, and to sell the same or otherwise dispose of it; to have the power of making contracts, to sue and be sued, &c. The fifth section provided that "the stock of this association shall be considered personal property, and transferable according to such rules and under such restrictions as the board of directors may by their by-laws direct." The statute having declared that the stock of the Masonic Hall Association was personal property, and the charter incorporating the defendant (the grand lodge), giving it power to purchase real and personal estate to the amount of $50,000, it would follow in the opinion of the court that a contract on the part of the grand lodge to purchase property at one time to the extent of $50,000, or to purchase stock to the extent of $50,000, would be within the lawful powers of the defendant, and could be enforced, but the fundamental idea underlying all corporation law in this country is, that corporations have no powers other than those which are conferred by a fair construction of their charters, and that it is the duty of courts to
188 guard against constructive powers, and implied powers of those bodies, and to keep their wings clipped to the legal corporate standard fixed by their charter or the law. Now, then, we instruct you that when the legislature of the State of Missouri said to this body, "You may purchase property to the amount of $50,000," that impliedly prohibited the purchase of property to any greater amount, and that the most favorable view that can be taken of the resolution of October 14, 1869, on which this action essentially rests, is that it authorized a purchase of $200,000 of this stock to be paid for by the assumption of these bonds. This is an entire transaction; that is to say, if this resolution is valid for any purpose, it is valid in its whole extent, and therefore to undertake to authorize the acquisition of property by this defendant to the amount of $200,000 was in direct contravention of its charter. It is not a case where this contract has been executed and the property actually acquired by deed, in which case it might well be that, although it exceeded $50,000, no one but the State, whose franchise had been violated, could take advantage of it. But this action is brought upon this resolution as an executory contract; the stock has not been acquired, and by the terms of this resolution was not to be acquired until
189 the grand lodge (the defendant here) has paid the bonds; so that this action rests essentially upon this resolution, as an executory contract, one to be performed in the future by the defendant; and to allow this action to be maintained, would, in the opinion of the court overthrow the limitation which the legislature put upon this body in respect to the amount of property which it had authorized it to acquire.

This was the charter in force when this resolution was passed. On the succeeding 22d day of March, 1870, the legislature passed an act entitled "An act to reconvey to the Grand Lodge of Ancient Free and Accepted Masons in the State of Missouri the college grounds and the property of the Missouri Military Institute at Lexington"; and that act, after making provision for the conveyance of the property, contains two provisos: "That on the acceptance of the deed to be accepted under section 1 of this act, the State shall not be liable under any former act or contract for the payment of any sum or sums of money to said institution; and provided further, that said grand lodge (which is the corporate body), upon the acceptance of said deed, shall be, and is hereby, authorized to own property of any value, not exceeding $300,000."

190 Now, this act would not be binding upon this corporation until it was accepted by them, and it would have to be accepted by the corporate body that next met in the fall of 1870, in October, when a resolution was passed by that body, as I understand it, repealing the resolution of October, 1869, assuming the payment of these bonds in consideration of stock to be received.

Without going into the full statement of our reasons, we instruct you that that act, under any construction we are able to give it, does not have the effect to validate this resolution of assumption; so that, inasmuch as there was no corporate power to pass the resolution of 1869, it cannot form the basis of any liability on the part of the defendant. In order that the whole case, if it shall go beyond this court, may be before the appellate court, we also instruct you in respect to another question in this case. The language of the resolution is "that this grand lodge assume the payment of the $200,000 bonds issued by the Masonic Hall Association, provided that stock is issued to the grand lodge by the said association to the amount of said assumption of payment by this grand lodge as the said bonds are paid."

It seems that on the 1st of June, 1869, which was the June preceding this resolution, the Masonic Hall Association issued and negotiated bonds secured by a first mortgage on their property, payable at fifteen years on their hall, for $140,000. Prior, also, to this resolution they had executed $60,000, second-mortgage bonds, payable at five years. These last bonds, at the time this resolution was passed, were in the hands of certain creditors of the Masonic Hall Association as collateral security. Now, we instruct you that under these circumstances this resolution cannot be the foundation of any action on the part of the holders of these bonds, although the present holders may have acquired them after this resolution was passed and on the strength of it.

191

Your verdict, therefore, will necessarily be for the defendant.

To the giving of which the plaintiff excepted at the time.

Afterwards, on the 31st day of March, 1875, the plaintiff filed a motion for a new trial, which is in words and figures as follows:

Motion for new trial.

SECOND NATIONAL BANK OF S'T LOUIS, PL'FF,
vs.
THE GRAND LODGE OF FREE & ACCEPTED Ancient Masons, def't.

In the United States circuit court for the eastern district of Missouri. March term, 1875.

192 Now at this day comes the plaintiff herein, and moves the court to grant a new trial in the above cause, and for reasons assigns as follows:

1st. Because the verdict of the jury is against the evidence.

2nd. Because the verdict of the jury is against the law.

3rd. Because the verdict of the jury is against the law & the evidence.

4th. Because the court in charging the jury gave the jury instructions which should not have been given.

5th. Because the court in charging the jury otherwise erred.

NOBLE & ORRICK,
Att'ys for P'ff.

Which motion was overruled by the court, to which ruling the plaintiff then and there duly excepted.

Plaintiff therefore prays the court to allow and sign this bill of exceptions, and that the same may be signed and sealed and made part of the record, which is done this 17th day of June, 1875.

SAMUEL TREAT,
Judge.

And the said bond filed and approved as aforesaid is as follows, to wit:

Bond.

Know all men by these presents that we, Geo. D. Capen & Geo. H. Rea, are held and firmly bound unto the Grand Lodge of the State of Missouri of Free and Accepted Ancient Masons in the full
193 and just sum of five hundred dollars, to be paid to the said The Grand Lodge of the State of Missouri of Free and Accepted Ancient Masons, heirs, executors, administrators, or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents, sealed with our seals and dated this 17th day of June, in the year of our Lord one thousand eight hundred and seventy-five.

Whereas lately, at the March term, 1875, of the circuit court of the United States for the eastern district of Missouri, in a suit depending in said court between The Second National Bank of S't Louis, plaintiff, and the said Grand Lodge of the State of Missouri, defendant, judgment was rendered against the said Second National Bank of S't Louis, and the said Second National Bank of S't Louis having obtained a writ of error of the said court to reverse the judgment in the aforesaid suit, and a citation directed to the said Grand Lodge of the State of Missouri, citing and admonishing it to be and appear at a Supreme Court of the United States, to be holden at Washington, the second Monday af October next:

Now, the condition of the above obligation is such, that if the said Second National Bank of S't Louis shall prosecute said writ to
194 effect, and answer all damages and costs if it fail to make good its plea, then the above obligation to be void; else to remain in full force and virtue.

GEO. D. CAPIN. [SEAL.]
GEO. H. REA. [SEAL.]

Approved by

SAMUEL TREAT.

195 UNITED STATES OF AMERICA,
Eastern District of Missouri, ss:

I, M. M. Price, clerk of the circuit court of the United States in and for the eastern district of Missouri, do hereby certify the writing hereto attached to be a true copy of the record and proceedings had in case No. 258, of The Second National Bank of S't Louis, plaintiff, against The Grand Lodge of Free and Accepted Ancient Masons of the State of

Missouri, defendant, as fully as the same remain on file and of record in said case in my office.

In witness whereof I hereunto subscribe my name and affix the seal of said court, at office in the city of S't Louis, in said district, this 14th day of July, in the year of our Lord eighteen hundred and seventy-five.

[SEAL.]

M. M. PRICE,
Clerk of said Court.
By C. M. WARD,
Deputy.

(Indorsement on cover:) No. 302. The Second National Bank of S't Louis, plaintiffs in error, vs. The Grand Lodge of the State of Missouri of Free & Accepted Ancient Masons. E. Missouri C. C. U. S. Filed 6th November, 1875.

Supreme Court of the United States.

No. 302.

THE SECOND NATIONAL BANK OF ST. LOUIS,
Plaintiff in Error,

vs.

THE GRAND LODGE OF THE STATE OF MISSOURI OF FREE AND ACCEPTED ANCIENT MASONS.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

STATEMENT, ASSIGNMENT OF ERRORS, AND BRIEF.

NOBLE & ORRICK,
Plaintiff's Attorneys.

Supreme Court of the United States.

No. 302.

THE SECOND NATIONAL BANK OF ST. LOUIS,
Plaintiff in Error,

vs.

THE GRAND LODGE OF THE STATE OF MISSOURI OF FREE AND ACCEPTED ANCIENT MASONS.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

STATEMENT, ASSIGNMENT OF ERRORS, AND BRIEF.

This suit was commenced, in the United States Circuit Court, on the 24th of February, 1874, by a petition under the Code of Practice prevailing in Missouri, which was equivalent to a declaration in assumpsit under the old practice. The defendant appeared by its attorneys and filed an answer in the cause; and to this the plaintiff filed a replication. There was a trial by jury, a verdict for the defendant, and a motion for a new trial, which was overruled. The plaintiff below brings the cause here on writ of error.

PLEADINGS.

Petition.

The petition states that the plaintiff was a corporation under the laws of the United States, and that the defendant was a corporation under an act of the General Assembly of the State of Missouri, approved February 13th, 1864, and an act amendatory thereof, approved March 22d, 1870. The cause of action stated was, in substance, as follows:

That there was, prior to the promises of the defendant sued on, a certain other corporation existing under the laws of the State of Missouri, styled "The Masonic Hall Association," which was incorporated under a special act, approved February 12th, 1853, and laws amendatory thereof; and that this association, by virtue of the powers in it vested, on June 5th, 1869, made certain bonds, each of which was a promise to pay to a party named, *or bearer*, on the first day of August, 1874, a sum named (a part being for one hundred dollars each, and the others for fifty dollars each) and interest at the rate of eight per cent. per annum, payable semi-annually, in February and August, on coupons; each of the bonds being of a series of like tenor and date, all secured by deed of trust on a certain block of ground in the city of St. Louis and the improvements thereon; and that the bond was, at the pleasure of the holder, convertible into stock of said corporation at par; that all the bonds of this series aggregated sixty thousand dollars; and that the Masonic Hall Association had, prior to the execution of the above-described bonds (June 1st, 1869), made and issued a certain other set of bonds, aggregating the amount of one hundred and forty thousand dollars, at their face value.

That all of these bonds were made, expressly, to procure money to pay for and furnish a building for the use of the different Masonic bodies of Saint Louis and the Grand Lodge of the State of Missouri, and were secured by deeds of trust on the hall and estate; but because of the precedence of the $140,000 of bonds, the bonds described in petition (which were

a part of the $60,000 of bonds) were not salable, and were about to prove unnegotiable in the market without further security.

That the order of Masons was composed of lodges, and subject to representation in the body of Masons called the Grand Lodge of the State of Missouri; which Grand Lodge was accustomed to hold its sessions, as occasion might require, for the common benefit, and had an interest, at the dates mentioned, in securing a place, convenient and attractive, for such sessions; and that the Masonic Hall Association and the Grand Lodge of Missouri mutually contemplated and expected, that from the funds to be obtained by the negotiation and sale of said bonds above described, such a hall for assemblies of the Grand Lodge and other lodges of Masons would be obtained.

The petition further distinctly states that the original "Act incorporating the Grand Lodge of the State of Missouri of Free and Accepted Ancient Masons," approved February 13, 1864, was amended by an act entitled "An act to re-convey to the Grand Lodge of Ancient, Free and Accepted Masons of the State of Missouri, the college grounds and property of the Missouri Military Institute, at Lexington," approved March 22, 1870; that the Grand Lodge, organized and acting as the Grand Lodge of Ancient, Free and Accepted Masons, as well as by said corporate name, after said bonds, above described, were made, and before the same were negotiated, in view of the premises, to aid in the building of said Masonic Hall, and to induce persons to whom said bonds might be offered for sale, to purchase the same on the faith and security of the promises of said Grand Lodge, at its forty-ninth annual communication (or session) held at St. Louis, at said district, October 14, 1869, did adopt resolutions in words and figures following, to-wit:

"*Resolved*, That this Grand Lodge assume the payment of the two hundred thousand dollars bonds, issued by the Masonic Hall Association, provided that stock is issued to the Grand Lodge by said Association to the amount of said assumption

of payment by this Grand Lodge, *as the said bonds are paid.*

"*Resolved*, That a fund is hereby created in this Grand Lodge, to be called Masonic Hall Fund, and that the various subordinate lodges be required to pay into the hands of the Grand Secretary, for the purpose of said fund, the sum of one dollar per year for each member of said lodge, commencing at the next session of this Grand Lodge."

That these resolutions were adopted by a majority of the votes of the lodges composing said Grand Lodge, and duly entered upon its records.

That the bonds described in petition were a part of the two hundred thousand dollars of bonds in the resolutions mentioned; and that, upon their passage, said resolutions were made known by said Grand Lodge to all persons contemplating the purchase of said bonds, and authority was given certain persons to negotiate, sell and convey the bonds on the faith and credit of these resolutions.

The petition further states, that the Masonic Hall Association, on the 28th of October, 1869, accepted the proposition embodied in these resolutions of said Grand Lodge, and thereupon the bonds described and the other bonds were, under and by means of the promises and agreements, faith and credit, in and by said resolutions of the Grand Lodge expressed, negotiated and sold, and purchased by the plaintiff, and so came into its possession and ownership: and that by means of the premises, the defendant did assume and promise to pay, according to the tenor and effect of the same, the said several bonds and coupons hereinbefore particularly described, to the bearer thereof, as the same respectively became due and payable; and that there has been a demand made on the association, and a failure both by it and the defendant to pay.

The petition then sets out, *seriatim*, all of the coupons sued on, basing the claim to recover against the defendant on the resolutions set out in the first count, and the promises therein contained.

The great bulk of the record is this petition, *in extenso*, on all of these coupons. [redacted]

The sum in dispute exceeded two thousand dollars, as appears on face of the several counts of petition: also see judgment entry March 27th, 1875 (p. 158, printed record). See also stipulation filed in this court. Present limit of jurisdiction not in force until May 1st, 1875 (U. S. Statutes, Vol. 18, p. 316.)

Answer.

The defense made in the answer of the defendant was, first, that the Masonic Hall Association had not the power to make the bonds and coupons and deeds of trust described. The answer denied that the bonds were made to procure money to pay for the building and hall, as averred in the petition, and, we may say, put in issue all the averments of the petition, with certain particular affirmative statements, to which we shall refer.

Thus the answer avers in particular, as follows:

"That the Grand Lodge was neither incorporated nor organized under said act of Assembly of 13th of February, 1864, as alleged in said first count, nor did the said Grand Lodge ever accept the provisions of said act of Assembly, or receive, or derive, any corporate rights or powers thereunder, nor was said act, of 22d March, 1870, amendatory of said act of 13th February, 1864, as alleged in said first count."

But it is said the Grand Lodge was a voluntary association, although it is admitted that by an act of the General Assembly of the State of Missouri, approved 17th February, 1843, *certain* corporate powers and privileges were conferred upon said Grand Lodge, the better to enable it to prosecute certain defined schemes of education, etc., but that said act conferred no power or authority to assume the debts of others or to purchase, or own, stocks; nor did the said act of Assembly, or any other law of said State, give the defendant power or authority to acquire, or own, the said stock, or any stock, in said Masonic Hall Association; and it was further said that all the corporate powers the said Grand Lodge ever acquired or possessed, it acquired by and under the said act of the 17th of February, 1843.

The answer admits the passage of the resolutions of the 14th of October, 1869, but denies the Grand Lodge was at the

time acting in its corporate capacity, or that the passage of the resolution was a corporate act, and avers that their adoption was that of a voluntary association and none other.

It is then averred that the defendant had not any legal power or authority to assume or promise to pay, or to make the alleged or any valid contract, for the payment of the bonds named, and that the said supposed contract is void.

The answer questions whether the bonds have been negotiated, and denies that the resolutions were adopted to aid in the building of the hall, or to induce persons to whom said bonds might be offered for sale to purchase the same on the faith and security of the pretended promises of said Grand Lodge.

It is then said that the resolutions were not made as a proposition of the Grand Lodge to the Masonic Hall Association, nor did the Masonic Hall Association accept the proposition.

The answer further denies all the separate counts of the petition.

Replication.

The replication first states that the bonds and coupons, having been in fact made by the association as stated, and the defendant having assumed to pay the same, in manner and form alleged, and induced the plaintiff to invest its money therein, cannot now lawfully deny the power of said association to make and execute the same, but is estopped therefrom. The replication then goes on to put in issue all the affirmative averments of the answer. Upon these issues the cause was tried.

TESTIMONY.

The Bill of Exceptions showing the tendency of the testimony, adduced on the trial, commences on page 159 of the printed record.

On pages 160-1-2 are to be found the acts incorporating the Masonic Hall Association, and on pages 163-4-5-6 are to be found the acts constituting, with the act of March 22, 1870, (page 169), as maintained by the plaintiff, the charter of the Grand Lodge.

The original charter of the Grand Lodge (page 163), approved Feb. 17, 1843, in the preamble, recites, that whereas, this Lodge is desirous of establishing an asylum, etc., and whereas the Lodge has already contracted for the purchase of certain lands and buildings thereon, and enacts, therefore certain individuals named are constituted a body politic and corporate, to be known by the name of the "Grand Lodge of Free and Accepted Ancient Masons of the State of Missouri," and may contract and be contracted with as other corporations; that the Grand Lodge thus incorporated shall have the right and authority to purchase, receive by gift, donation, or otherwise, and hold in fee simple in their corporate name any amount of land and real estate, not exceeding in value fifty thousand dollars, in one or more parcels, on which to establish asylums, etc., and also a college of learning; and section three states said corporation shall have the right and power to accept and hold such lands, tenements and hereditaments, also such goods, chattels, and moneys as may at any time be donated, bequeathed, or conveyed to them; and the same to grant, sell, convey or put to interest, or otherwise dispose of, as may appear to said corporation most conducive to the interest of said asylum and institution of learning.

And section seven (page 164, printed record), is as follows: "Any alteration or change of the present or any future constitution of the Grand Lodge of Free and Accepted Ancient "Masons, of the State of Missouri, shall not affect said act, "but said Grand Lodge may change or alter the constitution "thereof at pleasure, and the officers and members thereof, "under whatever constitution chosen, shall be taken and considered, as to this act, as the corporation aforesaid."

An act of February 11, 1861, to be found at the foot of page 165 of the printed record, which repeals the tenth section of the previous act, does not affect the issues of this cause.

On page 166 is to be found the act of February 13, 1864; this with the act of 1870, are to be chiefly considered.

The act of 1864 provides that certain persons therein named,

and their associates, members of the Grand Lodge of the State of Missouri of Free and Accepted Ancient Masons, according to the constitutions, by-laws, and regulations of the same, and their regular successors, are created a body politic by the name of the "Grand Lodge of the State of Missouri of Free and Accepted Ancient Masons," with power to acquire, hold, possess, use, occupy and enjoy, real and personal estate to the amount of fifty thousand dollars, according to the by-laws, rules and regulations of the aforesaid Grand Lodge; to have perpetual succession, and be competent to contract and be contracted with, etc., and to have the power to loan money of the Grand Lodge, at a legal rate of interest; and that all the real estate acquired by the Grand Lodge of the State of Missouri of Free and Accepted Ancient Masons, for the purpose of erecting the halls, etc., were thereby exempted from the payment of State and county taxes.

On page 171 of the printed record will be found the statement in the bill of exceptions, that the plaintiff read in evidence, the act of the General Assembly of the State of Missouri, of March 22, 1870, which was in terms the same as found on page 169 in the report of Collins & Carter. This act of the General Assembly recited, "That by the act of May 13, 1861, the State did accept, as a donation from the Grand Lodge, certain college grounds and property at Lexington, and that it would be expedient and acceptable to the Grand Lodge for the State to reconvey the college grounds and property, and thereupon it enacted that a deed should be made, in the name of the State, for the property described, to the Grand Lodge.

The second section of this act provides that all moneys theretofore appropriated by the State for the benefit of said Military Institute, and remaining in the hands of the treasurer of said Military Institute, should be refunded, provided that *on the acceptance of the deed above described*, to be executed, the State should not be liable for the payment of any sum or sums of money; and provided further *that the said Grand*

Lodge upon the acceptance of the deed mentioned, should be and was thereby authorized to own property of any value not exceeding three hundred thousand dollars.

This act took effect and went in force March 22, 1870, and its passage was reported to the Grand Lodge October 10, 1870, by the committee appointed to ascertain whether the Legislature would carry into force and effect the act to reconvey the college grounds and property located at Lexington. (p. 169.)

And the report of the Grand Secretary of the Grand Lodge was also proven, in which that officer says to the Grand Lodge (see page 170 of the printed record): "I have received from the Secretary of State a certified copy of the act of incorporation, approved March 22, 1870, whereby the college property was redonated to the Grand Lodge by the State, with an amendment authorizing this Grand Lodge to hold property to the amount of three hundred thousand dollars. You will find a copy of the act, together with a copy of the act of 1864, which I procured from the law library of St. Louis County, submitted herewith." On this submission it was proven *the report was adopted*, and ordered to be printed with the proceedings. (See page 169 of the printed record, at the foot thereof).

(On page 170 an error in the printed record occurs, where it says it is submitted by the defendant that the act of March 22, 1870, referred to in the secretary's report above, is the same as embraced in the report of Collins & Carter: the word "submitted" should be "admitted.")

It was proven by John W. Luke (see page 170), that the body that accepted the act of February 13, 1864, and which has acted under said act since, is the Grand Lodge which passed the resolutions assuming payment of the bonds of the Hall Association, and that the communication at which said resolutions were passed, was the regular annual communication or session of the Grand Lodge, as fixed by its constitution and by-laws. On page 171, it is admitted by the defendant that the Grand Lodge *on the first of April, 1870, accepted a*

deed of the Lexington Military property made by the Governor under said act of twenty-second of March, 1870, and that the Grand Lodge *afterwards conveyed the same property by a valid deed to the Marvin Institute.*

In the charters of the Masonic Hall Association it will be seen, that the original stock was fifty thousand dollars, which might be increased, at the will of the stockholders, to an amount not exceeding two hundred thousand dollars, in shares of twenty dollars each; and by section four of the original charter (see printed record, page 161,) any lodge should have the power to subscribe and hold stock in said association, which stock should be represented by the chief officer of said lodge for the time being; and section five says the stock of said association should be considered as personal property. By the act of 1861 (see printed record, page 162,) the General Assembly recited: "The purchase by the Masonic Hall Association of the block of ground in St. Louis, to which reference has been made, for the purpose of erecting thereon a Masonic Hall for the use of the different Masonic bodies of St. Louis *and the Grand Lodge of the State of Missouri*," and exempted the same from the payment of State and county taxes. It was proved that the Masonic Hall Association duly organized under and accepted the three acts of the General Assembly, set forth on pages 160, 161 and 162.

The bill of exceptions sets forth the history of the negotiation of the bonds, through the address of the Grand Master and the report of special committees and others to the Grand Lodge on the subject. This, in short, is as follows: That in 1866 ten thousand dollars of stock were taken by the Grand Lodge in the enterprise of the "Freemasons' Hall," which was paid for, and whereby the Grand Lodge acquired a moneyed interest in the hall (see also Maude, p. 180): that stock of the association could not be sold in sufficient quantities to meet the liabilities of the association, and it became necessary to issue bonds. The Grand Master, in his report on this subject, to be found on page 167, earnestly urges the purchase of the Freemasons' Hall by the

Grand Lodge, and states that "such a result would be a more glorious achievement than the conqueror's fame or the poet's laureate." He then urges that if the Grand Lodge would assume the payment of the bonds when they mature and convert them into stock, she could easily own and control two-thirds of the building, and by the time the bonds matured and were paid, the property would be worth four hundred thousand dollars. A scheme is thereby proposed whereby, the Grand Master thinks, the Grand Lodge would secure in the end one of the most desirable pieces of property in the Western country. On page 168 he closes his exhortation to his brethren on this subject as follows:

"If the representatives of Missouri Masonry will rise to the "commanding eminence standing out before them, and with "expanding views realize the grandeur of the prospect and "grasp the golden opportunity now flashing in our vision, "they will give character and glory to the craft not to be se- "cured in a century."

(The "Freemasons' Hall," as appears in these documents, is the name of the *building* owned by the Masonic Hall Association.)

This address having been referred to a special committee, they reported in October, 1869, that they had arrived at a conclusion in favor of the assumption of the payment of the bonds of the Association by the Grand Lodge. This committee displays a scheme for creating a fund to pay off the bonds at their maturity and leave a surplus to the amount of eighty thousand dollars and says, (p. 168, printed record), "By assuming this payment it will, in the opinion of your committee, place the Grand Lodge in a situation by which it will not only be self-sustaining, but will be enabled to dispense a vast amount of charity fund among the subordinate lodges, and thereafter the lodges would be relieved entirely of the payment of Grand Lodge dues," and the committee sets forth the resolutions, the adoption of which they recommend. These are in the language set forth, already, in the petition. This report was adopted, as appears by the bill of exceptions (page 168).

The proposition came from the Association, and was thus accepted by the Grand Lodge. (p. 174 foot, and elsewhere.)

The exhibit of the Masonic Hall Association and the action of the Grand Lodge thereon, and the reasons therefor, being a printed pamphlet, with this title, and published as stated for the information of all the lodges in the State, in 1869, were established and put in evidence.

This document recited that the Directors of the Masonic Hall Association presented a detailed statement of the condition of the association and the plan for providing for the payment of the bonds issued by them. That the subject having been submitted by the Grand Master to the Grand Lodge, was referred to a special committee, a favorable report was made, *and the Grand Lodge assumed the payment of the bonds.* It then enlarges upon the value of the property and the proposition that in consideration of the Grand Lodge assuming the payment of the bonds, the Association would issue to the Grand Lodge certificates of stock for all the bonds assumed, and as soon as any of them should be paid. It then speaks of the means of reimbursement, and holds the following language:

"Brethren, this is no visionary project; it is simply a matter of calculation, which any of you can make. We append to this a table of our calculation. Examine them carefully and you will find them undeniably correct."

"It will be remembered that Grand Lodges never die, and for aught we know the Grand Lodge of Missouri may exist for hundreds of thousands of years, or as long as the earth shall last. Without some financial basis to raise funds outside of direct taxation, that taxation would have to continue year after year; but by a very small sacrifice for a few present years it can be dispensed with forever."

The circular goes on to state: "The whole question before the Grand Lodge was simply this: Shall we make a united effort of eight years in order to live *forever* independent and free from taxation *the remainder of our existence?*"

It was in evidence, by admission of the plaintiff and defen-

dant, that this circular was issued and circulated by the Hall Association about one month after the adjournment of the Grand Lodge in October, 1869, and it appears in evidence (page 175) that the circular was issued and distributed at the suggestion of the then Grand Master of the Grand Lodge, the Grand Lodge not then being in session, for the purpose of showing to the Lodges throughout the State why the Grand Lodge had taken the action there detailed in assuming the payment of the $200,000.

It further appeared in the testimony, that James H. Britton, Treasurer of the Masonic Hall Association, distributed this circular and negotiated thirty or forty thousand dollars of the second-mortgage bonds to different parties, calling the attention of parties to the resolution of assumption as evidence of the value of the bonds, and that the Grand Treasurer and Grand Secretary aided actively in negotiating the bonds (page 176); that the first money received on the bonds was in April, 1870. It further appeared that Mr. Loker was Treasurer of the Grand Lodge, and that the preceding records, of which extracts have been given, are the annual records of the Grand Lodge; that the Grand Master, the Deputy Grand Master, Grand Secretary and Grand Treasurer were in favor of issuing the circular above set forth. Many witnesses testified the bonds were negotiated on the strength of the resolutions.

The Masonic Hall building was completed in 1868. The Grand Lodge rented an office in it for the Grand Secretary; the third and fourth stories were then occupied by Masonic bodies. The Grand Lodge met there in the large hall once in every year after the completion of the building in 1868.

Albert Fischer, page 176, gave testimony tending to show he purchased some of the bonds, and testified that before his purchase, the resolution of assumption was read to him, and his lodge had taxed him one dollar to pay the indebtedness.

Wm. H. Waters gave testimony tending to show that the bonds sued on were held by the plaintiff, which paid eighty-five cents on the dollar for them; and E. D. Jones, cashier of plaintiff, that the inducements for the purchase of bonds were

the price, and the assurance and pledge of the Grand Lodge. The bonds were not taken to secure any pre-existing indebtedness, but as an investment.

Charlie Thaw, (p. 177) witness for plaintiff, gave testimony to show that he negotiated two or three lots of these second-mortgage bonds, obtained from Col. Britton, Treasurer, to the plaintiff, telling the plaintiff they were second-mortgage bonds, guaranteed by the Grand Lodge by the passage of the assumption resolution; sold twelve or eighteen thousand dollars of these bonds to plaintiff; and some to other parties.

Wm. H. Stone, witness for the plaintiff, gave testimony tending to show (p. 178) that he had made efforts to negotiate the bonds before the passage of the assumption resolution, repeatedly, but did not succeed, as without the endorsement of the Grand Lodge they were not worth the paper they were printed on.

It appears by the testimony of J. H. McLean (top of page 181), that the money realized from the sale of these second mortgage bonds was used in paying building notes which were outstanding at that time against the Masonic Hall Association.

The bonds sued on were in pledge (p. 163) from late in August, 1869, for three months, say December 1, 1869. But (p. 177) it appears, by Thaw's testimony, they had returned to the possession of the obligor, and were, when sold to plaintiff, received from the Treasurer of the Masonic Hall Association. The debt for which the bonds had been pledged as collateral, was paid by the pledgor, (the Association) March 1, 1870, and the bonds *taken up by the Association*. (p. 168, foot.)

This was in substance the case made by the plaintiff.

The defendant offered testimony tending to show that the exhibits embodied in the circular published in November, 1869, by the Directors of the Hall Association was the same used by the committee which reported the resolution of 1869, and was prepared and presented to the committee by John W. Luke, a Director of the Masonic Hall Association, at the request of the association. Also a resolution was passed on

the 24th of October, 1870, by the Association for a meeting of the stockholders to devise means to liquidate the indebtedness of the Association. They also introduced the circular addressed to the stockholders of the Masonic Hall Association, stating that the question of the legality of the proposition under the Grand Lodge Charter, and the acceptance of it by the Association under its charter, had been under discussion; that the deficiency existed for which provision must be made. Upon this case, the judge charged the jury.

CHARGE.

First: (page 183) That so far as this action is concerned, the essential limitation upon the powers of the defendant is one that restricts the defendant in the purchase of real and personal estate to the amount of fifty thousand dollars, and that when that statute was in force, the Grand Lodge of Missouri, on the 14th of October, 1869, passed the resolution hereinbefore set forth; and that in the opinion of the court (see page 184), the contract on the part of the Grand Lodge to purchase property at one time to the extent of fifty thousand dollars, or to purchase stock to the extent of fifty thousand dollars, would be within the lawful powers of the defendant, and could be enforced; but the fundamental idea, underlying all corporate law in this country, is, that corporations have no powers other than those which are conferred by a fair construction of their charters, and that it is the duty of the courts to guard against constructive powers, and implied powers of those bodies, and to keep their wings clipped to the legal corporate standard fixed by their charter or the law. And the court thereupon instructed the jury, that when the legislature of the State of Missouri said to this body, "You may purchase property to the amount of fifty thousand dollars," that impliedly prohibited the purchase of property to any greater amount; and that the most favorable view that can be taken of the resolution of October 14, 1869, on which this action essentially rests, is that it authorized a purchase of two hundred thousand dollars of this stock

to be paid for the assumption of these bonds. That this is an entire transaction; that is to say, if this resolution is valid for any purpose, it is valid in its whole extent, and therefore, to undertake to authorize the acquisition of property by this defendant to the amount of two hundred thousand dollars, was in direct contravention of its charter. That it is not a case where this contract has been executed and the property actually acquired by deed, in which case it might well be that, although it exceeded fifty thousand dollars, no one but the State, whose franchise had been violated, could take advantage of it. That this action is brought upon this resolution as an executory contract; the stock has not been acquired, and by the terms of this resolution was not to be acquired until the Grand Lodge had paid the bonds; so that this action rests essentially upon this resolution as an executory contract, one to be performed in the future by the defendant; and *to allow this action to be maintained*, would, in the opinion of the court, overthrow the limitation which the legislature put upon this body *in respect to the amount of property which it had authorized it to acquire*.

Second: That the act of twenty-second March, 1870, entitled "An act to reconvey to the Grand Lodge of Ancient Free and Accepted Masons, in the State of Missouri, the college grounds and the property of the Missouri Military Institute, at Lexington," would not be binding upon the corporation until it was accepted by them, and it would have to be accepted by the corporate body that next met in the fall of 1870, in October, when a resolution was passed by that body, as I understand it, repealing the resolution of October, 1869, assuming the payment of these bonds in consideration of stock to be received; and the court says, on page 185, without going into the full reasons, We instruct you that that act, under any construction we are able to give it, does not have the effect to validate this resolution of assumption; so that, inasmuch as there was no corporate power to pass the resolution of 1869, it can not form the basis of any liability on the part of the defendant.

Third: The court further says, "In order that the whole case,

if it shall go beyond this court, may be before the appellate court, we also instruct you in respect to another question in this case." The language of the resolution is, "that this Grand Lodge assume the payment of the $200,000 bonds issued by the Masonic Hall Association, provided that stock is issued to the Grand Lodge by the said association to the amount of said assumption of payment by this Grand Lodge as the said bonds are paid. It seems that on the first of June, 1869, which was the June preceding this resolution, the Masonic Hall Association issued and negotiated bonds secured by a first mortgage on their property payable at fifteen years, on their hall for one hundred and forty thousand dollars. Prior, also, to this resolution they had executed $60,000 second-mortgage bonds, payable at five years. These last bonds, at the time the resolution was passed, were in the hands of certain creditors of the Masonic Hall Association as collateral security. Now, we instruct you that under these circumstances this resolution can not be the foundation of any action on the part of the holders of these bonds, although the present holders may have acquired them after this resolution was passed, and on the strength of it.

"Your verdict, therefore, will necessarily be for the defendant."

To this charge, and the different propositions of law therein announced, the plaintiff, by its attorneys, at the time and as the same were given, excepted.

Motion for a new trial was made on the thirty-first of March, 1875, embodying, among other reasons, the instructions given by the court to the jury, as claimed, illegally; and when this motion was overruled, exception was then and there taken to action of the court. (Page 187).

Upon this case the plaintiff in error here assigns the following errors:

ASSIGNMENT OF ERRORS.

I. That the court erred in announcing to the jury, as a proposition of law, that this was not an action where the contract was executed; and that, the action is brought upon the resolution as an executory contract.

II. That the court erred in announcing, as a proposition of law, to the jury, that to allow this action to be maintained, would, in the opinion of the court, overthrow the limitation which the legislature put upon the defendant in respect to the amount of property which it was authorized to acquire.

III. That the court erred in announcing, as a proposition of law, to the jury, that the act of the twenty-second of March, 1870, entitled "An act to reconvey to the Grand Lodge of Ancient Free and Accepted Masons, in the State of Missouri, the college grounds and the property of the Missouri Military Institute, at Lexington," did not have the effect to validate the resolution of assumption; and that inasmuch as there was no corporate power to pass the resolution of 1869, it can not form the basis of any liability on the part of the defendant.

IV. That the court erred in announcing to the jury, that the deed conveying the property of the Missouri Military Institute, at Lexington, to the Grand Lodge, under the act of the legislature of the State of Missouri, approved March 22, 1870, would have to be accepted by the corporate body that met in the fall of 1870, in October.

V. That the court erred in announcing to the jury that because the bonds sued on were a part of the bonds which, at the time the resolution was passed, were in the hands of certain creditors of the Masonic Hall Association as collateral security, the resolution could not be the foundation of any action on the part of the holders of these bonds, although the present holders may have acquired them after this resolution was passed, and on the strength of it.

VI. That the court erred in announcing to the jury, as a conclusion of law, that there would necessarily be a verdict for the defendant.

VII. That the court erred in overruling the plaintiff's motion for a new trial.

POINTS AND BRIEF IN ARGUMENT.

First: We submit to this Honorable Court, *that the resolution of the defendant was, in legal effect, an agreement to pay the bonds according to their terms; and upon their negotiation thereafter, and non-payment, the defendant became liable to an action directly by the holder or holders.*

The bonds were already existing; their amounts and terms were known; they had not yet passed absolutely from the hands of the obligor; they had been pledged as collateral, but the debt, for which they were pledged, was subsequently paid by the Association, and the collaterals having been returned to the pledgor, were, subsequent to the resolution of the Grand Lodge, sold to the plaintiff on the faith and credit thereof, by the Association.

The Grand Lodge was already interested as a stockholder in the Masonic Hall Association and in the Freemason, or Masonic Hall, as a building for its assemblies. The eloquent language of the orators of the Grand Lodge, of different degrees, leaves no doubt upon the mind, that the purpose of the defendant was to obtain, by means of these resolutions, a valuable property. The purpose and effect of the action of the Grand Lodge, there was abundance of testimony to show, were as stated in the petition, to make the bonds salable, and it is in proof that the plaintiff was induced to purchase the bonds by reason of the resolutions of the defendant.

Under these circumstances we submit the case falls within the principle announced in the cases of Furman *vs.* Nichol, 8 Wallace, 44; Woodruff *vs.* Trapnall, 10 How. 190, 205; Curran *vs.* Arkansas, 15 How. 304, 314; Zabriskie *vs.* C. C. & C. Railway, 23 How. 381, 400; Lawrason *vs.* Mason, 3 Cranch, 492; and it may be safely asserted, that when after these resolutions, the bonds of the association were sold, the resolution of the defendant was the same in legal effect as if

it had been printed upon the back of each, as an express guaranty to the bearer.

The course of conduct of the defendant in connection with these bonds, its relation to the Association, its interest in the property, its adoption of the resolution, the action of its officers in the publication and distribution of the circular of the Masonic Hall Association, the credit given on the faith of the resolution; all go to make a case of absolute responsibility by defendant for the payment of the bonds to the bearers of them. Opdyke *vs.* Pacific Railroad, 3 Dillon, 73; Barker *vs.* Scudder, 56 Mo. R. 275.

We further submit, that under the evidence in this case, not only was the resolution in effect an agreement to pay these bonds to bearer, but that it was such as enabled the bearer of either one of the bonds to sue on the agreement, as an agreement made directly with him by the defendant. Lawrason *vs.* Mason, *supra:* where the obligation of the defendant was expressed as follows: "Mr. James McPherson. Dear Sir: We will become your security for 130 barrels of corn, payable in in twelve months." Yet Lawrason, a third party, having given credit on this, was held authorized to sue in *assumpsit.* Lawrence *vs.* Fox, 20 N. Y. 268.

This doctrine is discussed, at large, in the American Leading Cases, Vol. II. 335, *et seq.*, and is there established as stated. We conclude on this point that this case rests upon the right of the plaintiff, as a holder for value of the bonds of the Masonic Hall Association, to sue directly the Grand Lodge, because of the resolution set forth in the petition, and the credit given thereon.

Second: We next submit, *that the contract upon which this action is based, being the promise of the Grand Lodge to pay the bonds to the bearer, and on which the bearer may proceed, was executed on purchase of the bonds and not affected by the consideration, moving from the Masonic Hall Association to the defendant, to make the promise it did.*

It is apparent that there were two considerations connected with the resolution of the defendant, upon negotiation of the

bonds: one the money the purchasers of the bonds advanced upon the faith of that resolution, the other the stock which the Association agreed to deliver to the defendant for assuming and making their payment. The consideration that was paid by the plaintiff, was because of the resolution of the Grand Lodge, as shown by testimony, almost entirely; as, without the guaranty of the defendant, the bonds were considered as worth no more than blank paper. As soon as this consideration was paid by the plaintiff, the contract, as between the plaintiff and the defendant, was executed; and it was not within the power of the defendant to rescind it. We submit the charge of the judge, in this regard, is not erroneous, wherein he says, that if the contract *had been* executed, that it would not have been within the [illegible] the defendant to set up the defence of [illegible] cess of power would have had to have been the [illegible] State; but is erroneous wherein he further says, "this action is brought upon this resolution as an *executory* contract, that the *stock* had not been acquired, and by the terms of this resolution was not to be acquired until the defendant had paid the bonds; that this action rests upon the contract *in the future* to be performed by the defendant." This, we most respectfully urge, is a misapprehension of the relation of the plaintiff to the defendant. Granting that the resolution was otherwise valid, and was made at the time of the negotiation of the bonds, for the benefit of whomsoever might buy the bonds, we insist, that after the purchase by the holder, the contract between the defendant and holder *was executed*. It is clear, from the testimony, that the payment for the bonds was made upon the promise simultaneously proffered by the Grand Lodge, and it needs reference only to the most fundamental principles, as declared in the text books, to maintain that if the original debt or obligation arose upon a good consideration, it will support the promise of guarantee, if the [illegible] simultaneous with, or prior to, the [illegible]

44 Barb. 605–6. Citing,

Parsons on Contracts, 491.

it had been printed upon the back of each, as an express guaranty to the bearer.

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Second: We next submit, *that the contract upon which this action is based, being the promise of the Grand Lodge to pay the bonds to the bearer, and on which the bearer may proceed, was executed on purchase of the bonds and not affected by the consideration, moving from the Masonic Hall Association to the defendant, to make the promise it did.*

It is apparent that there were two considerations connected with the resolution of the defendant, upon negotiation of the

bonds: one the money the purchasers of the bonds advanced upon the faith of that resolution, the other the stock which the Association agreed to deliver to the defendant for assuming and making their payment. The consideration that was paid by the plaintiff, was because of the resolution of the Grand Lodge, as shown by testimony, almost entirely; as, without the guaranty of the defendant, the bonds were considered as worth no more than blank paper. As soon as this consideration was paid by the plaintiff, the contract, as between the plaintiff and the defendant, was executed; and it was not within the power of the defendant to rescind it. We submit the charge of the judge, in this regard, is not erroneous, wherein he says, that if the contract *had been* executed, that it would not have been within the [illegible] the defendant to set up the defence of [illegible] cess of power would have had to have been the [illegible] State; but is erroneous wherein he further says, "this action is brought upon this resolution as an *executory* contract, that the *stock* had not been acquired, and by the terms of this resolution was not to be acquired until the defendant had paid the bonds; that this action rests upon the contract *in the future* to be performed by the defendant." This, we most respectfully urge, is a misapprehension of the relation of the plaintiff to the defendant. Granting that the resolution was otherwise valid, and was made at the time of the negotiation of the bonds, for the benefit of whomsoever might buy the bonds, we insist, that after the purchase by the holder, the contract between the defendant and holder *was executed*. It is clear, from the testimony, that the payment for the bonds was made upon the promise simultaneously proffered by the Grand Lodge, and it needs reference only to the most fundamental principles, as declared in the text books, to maintain that if the original debt or obligation arose upon a good consideration, it will support the promise of guarantee, if the promise was simultaneous with, or prior to, the original debt. [illegible]es. Clark, 44 Barb. 605–6. Citing, Parsons on Mercantile Law, 66; Parsons on Contracts, 491, *467; Chitty on Contracts, 52.

it had been printed upon the back of each, as an express guaranty to the bearer.

The course of conduct of the defendant in connection with these bonds, its relation to the Association, its interest in the property, its adoption of the resolution, the action of its officers in the publication and distribution of the circular of the Masonic Hall Association, the credit given on the faith of the resolution; all go to make a case of absolute responsibility by defendant for the payment of the bonds to the bearers of them. Opdyke *vs.* Pacific Railroad, 3 Dillon, 73; Barker *vs.* Scudder, 56 Mo. R. 275.

We further submit, that under the evidence in this case, not only was the resolution in effect an agreement to pay these bonds to bearer, but that it was such as enabled the bearer of either one of the bonds to sue on the agreement, as an agreement made directly with him by the defendant. Lawrason *vs.* Mason, *supra:* where the obligation of the defendant was expressed as follows: "Mr. James McPherson. Dear Sir: We will become your security for 130 barrels of corn, payable in in twelve months." Yet Lawrason, a third party, having given credit on this, was held authorized to sue in *assumpsit.* Lawrence *vs.* Fox, 20 N. Y. 268.

This doctrine is discussed, at large, in the American Leading Cases, Vol. II. 335, *et seq.*, and is there established as stated. We conclude on this point that this case rests upon the right of the plaintiff, as a holder for value of the bonds of the Masonic Hall Association, to sue directly the Grand Lodge, because of the resolution set forth in the petition, and the credit given thereon.

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And the authorities go further, and hold that where one promises to pay the debt of another, a recovery may be had on this promise independent of the validity of the original debt. In Thorpe *vs.* The Keokuk Coal Company, 48 New York, 257, the court announces this principle clearly as follows:

"The defendant for a sufficient consideration, passing between the defendant and Franklin (a third party), agreed to pay the amount of a mortgage debt. This the defendant agreed to do personally and absolutely, and it would not make any difference if the mortgagor had not been liable at all, the defendant having promised on a sufficient consideration to pay the debt. This suit is not primarily upon the mortgage, but upon the promise of the defendant to pay it." See, also, Claflin *et al. vs.* Ostrom, 54 N. Y., 584. Life Ins. Co. *vs.* C. C. & C. Ry., 41 Barb. 9.

So here; this suit is upon the promise of the Grand Lodge, primarily, to pay the bonds, induced by which, this plaintiff advanced and invested its money, and it matters not whether the Masonic Hall Association was bound, even, to pay at all; the defendant having, simultaneously with the purchase, promised to assume the debt, is bound by that promise; the terms being found in the bonds themselves.

To say that the contract between the Grand Lodge and the Masonic Hall Association, in any of its conditions or stipulations, has not been completed, is aside from the question; the question is, did the Grand Lodge assume to other persons to pay these bonds, and was a sufficient consideration paid by purchaser for *that* promise?

Third. We submit, in this connection, *that it matters not whether the Grand Lodge had legal capacity to receive all that induced it to make the promise it did.*

The Grand Lodge was a stockholder in the Masonic Hall Association; it had a present pecuniary interest in that Association; it had a further business interest in obtaining a suitable and desirable place to hold its sessions. It might have made this promise to pay these bonds, so far as third per-

sons were concerned, without any consideration moving from the Association; or, if it had obtained a consideration for its guaranty, it might have released the Association therefrom; and none of these things, we submit, would have affected its obligations to third persons investing their money upon the faith of the guaranty.

The question of *ultra vires* is not one that arose, or can arise, in this case between the bearer of the bonds and the defendant, because of any want of power in the defendant to receive the consideration from the association it expected to receive; but that question lies between the Association and the defendant. The question between the bearer and the defendant is, did the Grand Lodge have the power to make the promise it did, to the bearer?

The position of the Grand Lodge in this case is like that of one, say A, who requests a merchant to sell to a third person, and directs such merchant to look to him (A) for payment if the third party fails to pay. It is not material to the seller what inducement "A" may have had to make this promise, or whether he had any consideration whatever, nor if an illegal consideration appear, inducing the guaranty, would that affect the result, even if known to the seller; because there is a consideration moving from the seller that is, in itself, legal. Thorpe *vs.* Keokuk Coal Company, *supra*.

Fourth. We next assert *that the Grand Lodge was authorized to make the promise it did: to assume the debt that it resolved to assume.*

By reference to the charter of the Grand Lodge it will be found that it has among other powers, that to contract and be contracted with. (p. 166). It has the implied power, in connection with all its legitimate business, to make promises, whether of guaranty or otherwise, to advance its interests; and when, as the case here shows, it was a stockholder and part owner of the Masonic Hall, and was authorized by the Legislature to obtain and to hold property, it was authorized to assume the debt it found necessary to accomplish this purpose.

The question here is not how much property the Grand

Lodge may receive and hold, it is a question of how much debt it may incur. This is not limited by the amount of its capital or the amount of its property, or any other contingency or limitation of this kind. This principle is clearly elucidated and emphatically declared in the case of Barry *vs.* Merchants Exchange, 1 Sanford's Chancery, 280.

The corporation, in the case last cited, had a capital stock limited to one million dollars, and it was held that this was not, *per se*, a limitation of the amount of property it might own, either real or personal, or of the amount of its liabilities or outstanding obligations.

The court, on page 310 of the report of the case, uses the following language:

"It is in vain to look in our laws for any express restriction of corporations, to the amount of their capital in the use of their credit. The history of those institutions in this country, shows that no such restriction exists. And our own experience informs us that many of them at this day owe debts contracted in various modes, to twice the amount of their capital stock, and still appear to be perfectly sound and flourishing. The practice has been uniform and universal, and its legality, so far as I know, was never before questioned, although in the multitude of corporations which have failed, after defrauding the community, and have subsequently figured in our courts, many occasions have arisen for raising the point."

On page 311, the court holds the following language: "Our incorporate religious, literary and charitable societies usually have no capital stock, yet they run in debt, and borrow money; and this court is frequently invoked to authorize religious societies to mortgage their lands for such debts, under the peculiar limitations of their corporate existence. Here we have another pregnant example of the inherent power of contracting debts without reference to capital *or property*."

If we apply these very lucid principles to the case in hand, we think it fully appears that the power to contract, and to be contracted with, was sufficient to enable the Grand Lodge to incur the liability it did for the advancement of an interest so

peculiarly desirable to it, as securing a hall in which to hold its annual sessions, and in which it was already interested as a stockholder. We submit that this Honorable Court should give a benign and indulgent construction to all the legislative acts relating to this benevolent enterprise. It was the purpose of the State of Missouri to recognize and advance the aims of the great Order of Masons, and it was little less than uncharitable, as well, as we think, illegal, to hold the defendant, having induced other persons to invest their money in the grand scheme it undertook to be responsible for, was not able, in law, to pay its debts.

It would be deplorable, to have this order of all orders known to the Christian world, with its high claims to the admiration of mankind for the exercise of the most unselfish benevolence and the most exalted integrity, unable to do an act of honesty so simple, that individuals either voluntarily perform it, or are quickly aided to its execution by the ready and strong hand of Justice. If the defendant may be allowed to perform its promise, it will, in the language of the Grand Master, achieve a result "more glorious than the conqueror's fame or the poet's laureate," or, as he again says in the record, "it will realize the grandeur of the prospect, and grasp the golden opportunity now flashing on the vision, and give character and glory to the craft not to be secured in a century."

Is it consistent with the ordinary ideas of fair dealing, that corporations which have received the benefits derived from the sale of bonds, like these in question, because they may not at the exact moment of the agreement between themselves have had the power to make the same to the full extent expressed, and although their powers are subsequently increased by the act of the State, sufficiently to embrace the transaction already entered upon, can successfully assert their want of original capacity, and yet retain the fruits of investments made by third parties, who believed in what was apparently promised?

We cannot see the justice or morality of allowing the Grand Lodge of Free and Accepted Ancient Masons to escape from

so solemn an engagement as was made by it, and upon the faith of which large sums of money were invested, because it did not have the power at the time, although it is admitted that it has since obtained it, and, in fact, had it before the negotiation of the bonds took place. A body whose symbols are the square and plummet, should be held to as strict an obligation, at least, as others, and, least of all corporations, should be allowed to involve others in onerous engagements, and afterwards defeat them of their reasonable expectations.

Fifth: We further assert *that the defendant is not in a position to question its obligation to the plaintiff because of a want of capacity to have made the agreement contained in the resolution.*

We quote from Sedgwick on Statutory and Constitutional Law, page 90, approved and transcribed in the opinion of this Honorable Court in the case of Township, etc., *vs.* Talcott, 19 Wallace, p. 678-9.

"Although a corporation in making a contract acts in disagreement with its charter, where it is a simple question of capacity or authority to contract, arising either on a question of regularity or organization, or of power conferred by the charter, a party who has had the benefit of the agreement can not be permitted, in an action founded on it, to question its validity. It would be in the highest degree inequitable and unjust to permit the defendant to repudiate a contract, the fruits of which are retained."

Sixth. Again, we maintain, *there was error in the assumption of the court below, that there was no change effected in the power of the defendant to make the agreement, even with the Masonic Hall Association, by the act of March 22, 1870.*

The theory of the charge in this regard is not clearly expressed, and we think that the whole charge is open to the criticism that its propositions of law are not clearly and sharply defined; but we think it may be fairly stated to be, that some other acceptance of the act of March 22, 1870, was necessary, than was proven to have been made, before the rescission of the resolution assuming the payment of the bonds.

But the proof on this point was entirely clear, that before the negotiation of the bonds to the plaintiff on the faith of the resolution previously passed, the *defendant had accepted the deed* mentioned in the act of 1870; in fact, this was admitted by defendant (p. 171). The language of the record is, "The defendant here admitted that the Grand Lodge, on or about the first of April, 1870, accepted a deed of the Lexington Military Institute property, etc., etc."

By reference to the act itself, to be found on page 169 of the printed record, it will be found that its effect is as follows:

The governor is first authorized to make a certain deed therein described, and then it is provided that *upon the acceptance of this deed*, the Grand Lodge shall be and is authorized to own property of any value not exceeding $300,000.

This deed was accepted, as above shown, on the first day of April, 1870. It is clearly in proof that the bonds were not sold to the plaintiff by the Masonic Hall Association until later than the first of April, 1870. Now, upon what basis can it be stated, as in the charge it is stated (see page 185, top, printed record), that this act would not be binding upon the corporation until it was accepted, and it would have to be accepted by the corporate body that next met, in the following October, when the resolution was passed by that body repealing the resolution of assumption? Does not the act provide that upon the *acceptance of the deed* the corporation might own property not exceeding $300,000, in value? It is probable it could not have received and used the valuable property described in the deed, unless the acceptance of the deed simultaneously secured the power to own property of greater value than $50,000, originally limited. Moreover, it appears in evidence, that the Grand Lodge conveyed this property, by a valid deed, to the Marvin Institute. The very argument that, in the opinion of the court below, prevented the Grand Lodge from receiving more than $50,000 worth of stock from the Masonic Hall Association, would have prevented it from taking a deed of this valuable property, because the *act*, in the opinion of the court below,

had not yet been accepted. Yet the defendant obtained the deed, and has conveyed away the property by another valuable conveyance, and it nowhere appears in the record that it has as yet accepted the legislative act by any other proceeding.

It is, also, to be observed that the Grand Lodge requested this act of 1870 from the State. This appears in the preamble, reciting that it is represented to the General Assembly that it would be expedient and acceptable to the Grand Lodge to reconvey said college grounds and property, etc. State *vs.* Dawson, 22d Indiana R. 272. Zabriskie *vs.* C. C. & C. R. R., 23 How. R. 381.

The fact that the corporate body have acted under it, sufficiently evinces acceptance. Bangor, etc., R. R. Co. *vs.* Smith, 47 Me. R. 34. U. S. *vs.* Dandridge, 12 Wheat. R. 64-71. R. R. Co. *vs.* Bingham, 5 Ala. R. 657. Sumrall *vs.* Ins. Co., 40 Mo. R. 27.

But no argument is needed, for the admission of record is, the *Grand Lodge accepted* the deed, and this involves all that was necessary to an acceptance.

Seventh. We further submit, in this connection, *that inasmuch as this acceptance occurred before the negotiation of the bonds, the latter act validated the prior resolution.*

It is stated in the case of the Canal Company *vs.* Vilette, 21 How. 414, that "the objection that a contract is illegal, and that therefore no judgment can be rendered upon it, is not allowed from any consideration of favor of those who allege it; and when the Legislature, by subsequent act, relieves the contract from the imputation of illegality, neither party to the contract can insist upon this objection." See also Angel and Ames on Corporations, secs. 264-5.

It will be remarked, that the charge of the judge below, was to the effect that because the defendant had not the capacity to receive the stock of the Association promised, therefore the agreement was *ultra vires*, and void; and this, although the stock was not to be delivered until the bonds *were paid* by the defendant, and although, not only before such payment was made, but before the bonds were sold, the State had

enlarged the capacity of defendant to hold property to the amount of *$300,000*—that is, *$100,000* more than the amount of the stock ultimately to be received. The capacity of the Association to issue the stock was entirely sufficient; and by the testimony of Maude, p. 180, nearly all the stock of the Association had been, or was to be, surrendered, in order to give it to the defendant.

We make no further argument on this point of capacity in the Association, as it was not insisted on by the court below.

Nor do we argue the proposition that if the bonds came back into the hands of the Association in absolute title, as the evidence shows, and were subsequently sold under the resolution, they were issued as fairly as if never pledged. Surely, we need not argue so plain a matter. It is proven that the bonds were the Association's when sold to plaintiff; were bought from the Association without notice of the previous pledge, then long since redeemed; and to base the verdict on such previous action, is without support of precedent or reason.

In conclusion, we submit to this Honorable Court, that upon authority and reason this case stands as follows:

By the resolution of October, 1869, the defendant became bound upon the negotiation of the bonds in question, to pay the same and the interest as the same accrued thereon, according to their terms, in whose hands soever the same might come, and that the holder of the bonds, for the time being, acquired the right to sue directly upon the agreement of the defendant; that the consideration that moved the defendant to make the promise, was not material to the party to whom the promise was made, and upon the faith of which he paid a valuable consideration himself; but that even if the consideration between the defendant and the obligor in the bond must exist, that the defendant can not escape on the ground that it was beyond its power to make it, because it had the power, and only transcended its legal ability as to the amount of the consideration it was to receive; and even if it could not originally have made the promise for want of ability to receive the consideration it bargained for, that this power

was supplied by the State through the act of March 22, 1870, before the negotiation of bonds to the plaintiff and while the original resolution of the defendant was in full force; and that this court will not so construe the law as to relieve the defendant from its assumption of a debt which has not been paid, and on the faith of which assumption the plaintiff invested its money.

It is difficult to conceive of a case, where the emphatic and repeated language of the Supreme Court of the United States could with more justice be applied: "Corporations, as much as individuals, are bound to good faith and fair dealing, and the rule is well settled, that they cannot by their *acts*, *representations* or *silence*, involve others in onerous engagements, and then turn around and disavow their acts, and defeat the just expectations their own conduct had superinduced." Moran *vs.* Miami Co., 24 How. 400; Knox Co. *vs.* Aspinwall, 21 How. 539; R. R. Co. *vs.* Howard, 7 Wall. 412; Zabriskie *vs.* R. R. Co., 23 How. 381; Eastern R. R. Co. *vs.* Hawkes, 5 H. of L. cases; Royal British Bank *vs.* Turwand, 6 Ellis & B. 327.

"Corporations, like individuals, in dealing with third persons, are bound to the rules of common honesty.

"Defences, grounded on corporate neglect, or technical in their nature, are not favored, when bonds are in innocent hands." 1 Dillon Munic. Corp., p. 525.

NOBLE & ORRICK,

Plaintiff's Attorneys.

Supreme Court of the United States.

No. 302.

THE SECOND NATIONAL BANK OF ST. LOUIS,
Plaintiff in Error,

vs.

THE GRAND LODGE OF THE STATE OF MISSOURI OF FREE AND ACCEPTED ANCIENT MASONS.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

It is hereby stipulated in the above entitled cause, in the Supreme Court of the United States, that the number of coupons sued on and set forth accurately in the petition in the several counts thereof, do amount in the aggregate to two thousand dollars, and that this sum is claimed in and by the said petition, with interest on the said several causes of action, from the date of their maturity, as stated; making the sum in dispute, exclusive of costs, and for which the plaintiff might have recovered at the trial, under the forms and practice in said court, more than two thousand dollars; and that this stipulation is made, not to enlarge the said record, but to make plain the fact which appears therein, but is obscured by the multiplicity of the counts, owing to the smallness in amount of each separate coupon, but about which fact there was and is no dispute between the parties.

Dated, St. Louis, May 3d, A. D. 1878.

DRYDEN & DRYDEN,
Attorneys for Defendant in Error.

NOBLE & ORRICK,
Attorneys for Plaintiff in Error.

Supreme Court of the United States.

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REPLY.

We find in brief of counsel for defendant in error, but one point to which we deem it necessary to reply. The point is made on page 8, where it is said: "The subject "of the *quantum* of property the defendant might have "power to own, was in no wise expressed or alluded to "in the title of the act of 22d March, as required by Section "XXXII. of Article IV. of the Constitution of Missouri

"(Wag. Stats., p. 49), and the provision relied on for the "enlargement of the powers of the defendant was therefore "void, and leaves the question just where it was before." This was not considered by the court below as of any force, and it was not sustained in the charge made by the court. The decision went upon entirely different ground; that is, that the act had not been accepted. There was nothing in the act itself deemed in conflict with the Constitution of Missouri. If authority is needed on this point, we submit the following propositions as well established:

The provision of the Constitution is as follows:

"No law enacted by the General Assembly shall relate to "more than one subject, and that shall be expressed in the "title; but if any subject embraced in an act be not expressed "in the title, such act shall be void only as to so much thereof "as is not so expressed." Article IV., Section XXXII.

The object of the act in question being to reconvey to the defendant certain property, the provision, as *quantum*, was essential to enable the lodge to hold it, which, under the old charter, it could not do, if the property was worth more than $50,000. It was germain to the conveyance to grant the power to hold.

The above constitutional provision was intended to inhibit diverse subjects in the same bill, but not to prevent uniting in one enactment all those related to and connected or congruous with the general subject-matter of the bill.

State *vs.* Matthews, 44 Mo., 523.

The subjects must have a legitimate connection or relation.

St. Louis *vs.* Tiefel, 42 Mo. R., 578.
State *vs.* Miller, 45 Mo. R., 495.

This provision is to be construed liberally.

45 Mo. R., 495.
State *vs.* Bank of Mo., 45 Mo. R., 528.

We submit, therefore, that the provision is not unconstitutional, but a valid amendment of previous charter.

In support of the first proposition made in brief of plaintiff in error, that plaintiff could sue directly on promise of defendant to assume the bonds of association, we beg leave to here refer to a recent case in Missouri.

Cress *vs.* Blodgett, 64 Mo. R., 449, citing Rogers *vs.* Gosnell, 58 Mo. R., 589; Same *vs.* Same, 51 Mo. R., 466; Meyer *vs.* Louck, 44 Mo. R., 328.

NOBLE & ORRICK,
Attorneys for Plaintiff in Error.

IN THE

SUPREME COURT

OF THE

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OCTOBER TERM, 1877.—No. 302.

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Defendant in Error.

STATEMENT AND BRIEF OF COUNSEL FOR THE DEFENDANT IN ERROR.

DRYDEN & DRYDEN,
with R. E. ANDERSON,
For the Defendant in Error.

ST. LOUIS:
C. R. BARNS, Printer, 215 Pine Street.
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STATEMENT OF THE CASE BY COUNSEL FOR THE DEFENDANT IN ERROR.

A corporation called "Masonic Hall Association" was organized in the city of St. Louis under a special charter granted by act of the Legislature in 1853, and laws amendatory thereof. The essential powers of the corporation are found in the 1st section of the charter [§1 of charter, Printed Record p. 160] and are 1st, the power to have a capital stock of 50,000 dollars, with the right of the stockholders to increase the same to not exceeding 200,000 dollars, and 2nd, the power and right to build a Mosonic Hall in the city of St. Louis, and the same to sell or otherwise dispose of; and it is provided by the 5th section of the

charter,that the stock of the corporation shall be considered personal property.

This corporation, prior to June 1869, bought a lot and erected thereon a large hall for assembly purposes in the city of St. Louis, and on the 1st day of June 1869, issued its negotiable bonds aggregating 140,000 dollars, and negotiated the same, and then and there made and delivered to the holder as security for their payment a first mortgage of said lot, hall and premises; and afterwards, on the 5th day of said month of June, the said corporation issued another series of bonds, payable to bearer, amounting in the whole to 60,000 dollars, and secured their payment by a second mortgage of the same property; and afterwards, on the 27th of August 1869, pledged said second series of bonds to certain of its creditors as collateral security, with power in the pledgees to sell them for not less than 90 cents on the dollar to pay the debts to which they were collateral, and for three months next thereafter (covering the period of the adoption of the resolutions relied upon as a ground of recovery) they remained in pledge as such collateral. It was shown on the trial that the bonds of both series were issued for the purpose of raising funds to meet debts which the Association had contracted in the erection of its said building.

The General Assembly passed an act, approved Feb. 17th, 1843, by which certain officers of the Grand Lodge of Free and Accepted Ancient Masons, of the State of Missouri, were "constituted and established a body politic and corporate, to be known by the name of the 'Grand Lodge of Free and Accepted Masons of the State of Missouri.'" [Pr. Rec., p. 163, § 1.] It is further provided by said act of Assembly as follows: "§ 2. Said Grand Lodge thus incorporated shall have right and authority to purchase, receive by gift, donation, or otherwise, and hold in fee simple in their corporate name, any amount of land and real estate not exceeding in value 50,000 dollars, in one or more par-

cels, on which to establish asylums for the nurture and education of indigent children of both sexes, and such others as said Grand Lodge may admit; and also a college of learning for instruction in the higher branches of science, to be under the control and patronage of said Grand Lodge."

Another act of Assembly was passed and approved Feb. 13th, 1864, by the 1st section of which certain named persons and their associates were created "a body politic or corporate, by the name and style of The Grand Lodge of the State of Missouri of Free and Accepted Ancient Masons, and by that name" were thereby "invested with power and authority to acquire, hold, possess, use, occupy and enjoy real and personal estate to the amount of *fifty thousand dollars* and to sell and convey or otherwise dispose of the same according to the by-laws, rules and regulations of the aforesaid Grand Lodge; and the said corporation by its name aforesaid, shall have perpetual succession, shall be competent to contract and be contracted with and to sue and to be sued." * *

"§ 2. The said corporation shall * * * * * have power to loan the money of said Grand Lodge at the legal rate of interest, provided that the powers hereby granted shall not be used for banking, insuring property or *doing anything not expressly granted* by the provisions of this act. That all the real estate held or acquired by the Grand Lodge of the State of Missouri of Free and Accepted Ancient Masons, for the purpose of erecting halls for the use of the order, or for the purpose of erecting school houses for the education of orphan children, be, and the same are hereby exempted from the payment of State and county taxes, so long as the same shall be held for the purposes above mentioned." [Pr. Rec., p. 164.]

As will be seen by the petition, the plaintiff brings this action to recover from the defendant the amount of a large number of coupons belonging to certain bonds of the series of the 5th of June, sold to the plaintiff by the Masonic Hall Association, the obligor, about April, May and June of 1870.

THE GROUND UPON WHICH IT IS SOUGHT TO CHARGE THE DEFENDANT.

The plaintiff's right to recover from the defendant on these coupons and the bonds to which they belong, is placed upon the following resolutions, alleged to have been adopted by the defendant at its 49th Annual Communication, held in St. Louis on the 14th day of October, 1869, viz:

"*Resolved*, That this Grand Lodge assume the payment of the Two Hundred Thousand Dollars Bonds issued by the Masonic Hall Association, provided that stock is issued to the Grand Lodge by said Association to the amount of said assumption of payment by this Grand Lodge, as the said bonds are paid.

"*Resolved*, That a fund is hereby created in this Grand Lodge, to be called 'Masonic Hall Fund' and that the various subordinate lodges be required to pay into the hands of the Grand Secretary, for the purpose of said fund, the sum of one dollar per year for each member of said lodge, commencing at the next session of this Grand Lodge."

The adoption of the resolutions was not disputed. The legal power, however, of the body, to adopt them, or to make the contract which they express, was and is controverted: and supposing the resolutions be held to be a valid contract, it was and is insisted by the defendant, that no one could sue for a breach of it, except the immediate parties to the contract.

There is nothing in the evidence to show that the subject of these resolutions, after their passage, was again before said Grand Lodge, at its 49th Communication; nor is there anything to show the appointment by the Grand

Lodge of any agent or servant to do or perform any act or thing under or in connection with the resolution of assumption.

The evidence tends to show that after the adjournment of the Grand Lodge, in October, 1869, and about April, May and June, of 1870, the Hall Association, by its own agents and servants, acting *in its own* interest, sold the bonds, the coupons belonging to which are sued on, for a fair price to the plaintiff; said agents and servants at the time informing the plaintiff of the fact of the adoption of said resolutions by the Grand Lodge; and it also appeared that the plaintiff made said purchases upon the supposition and belief that the Grand Lodge was liable. ☞ But there is no evidence that the Grand Lodge, or any one, by its authority, did any act or thing, or had any participation in the negotiation of said bonds or coupons to the plaintiff or to any other person. ☜

There is evidence to show that one or more of the officers of the Grand Lodge was aware of the fact that the Hall Association was negotiating and endeavoring to negotiate said bonds.

The theory of the petition is that the scheme of assuming the payment of the bonds and the purchase of the stock originated *with the Grand Lodge*, and that the resolutions came as a proposition from the Grand Lodge to the Hall Association, designed by the Grand Lodge to give credit and currency to the bonds and to induce strangers to purchase them—in short that the first resolution was a letter of credit in favor of the Hall Association, inviting the plaintiff and all others to invest their money in these second mortgage bonds on the responsibility of the Grand Lodge. This pretension however, as the whole record shows, is purely fanciful. There is not only nothing in the evidence to sus-

tain it, but it is expressly disproved by the evidence. It is plain enough that long before the introduction of the resolutions into the Grand Lodge the hall and property of the Hall Association had become an elephant on its hands, and that the corporate debts had become an insupportable burden to the managers of the corporation. All the facts and figures and plausible arguments presented to the Grand Lodge in support of the proposition were pre-arranged, previously discussed and considered, and furnished by members of the Hall Association. The resolutions were offered in the Grand Lodge by their contrivance and were adopted by their inspiration.

The case was tried by a jury—Judges Dillon and Treat presiding. No question of law was raised in the progress of the trial. At the conclusion of the testimony the court charged the jury that upon the evidence the plaintiff was not entitled to recover—

1st. Because the contract of the defendant, expressed by the resolution upon which defendant's liability was placed, was *ultra vires*.

2d. Because the bonds being, at the time of the adoption of the resolutions by defendant, in the hands of creditors of the Hall Association as collateral security for debts of the Association the resolution can furnish no foundation for the plaintiff's action.

To the giving of the charge the plaintiff duly excepted. The verdict was necessarily for the defendant; and the plaintiff brings the case here by writ of error.

BRIEF AND ARGUMENT.

I.

Private corporations created by statute have such powers only as are given them by their charter.

Ang. and Ames on Corp. § 111 p. 101.

As has been seen, the contract of the defendant corporation with the Masonic Hall Association was executory and wholly unexecuted, and was for the purchase of more property than, it was authorized by its charter to own.

The contract being in excess of the powers of the corporation is void; and being executory and unexecuted, it cannot be enforced, nor can damages be recovered for the breach of it.

Green's Brice's, *Ultra Vires*, 371, 372 and note*.

The powers and capacities of corporations, and the mode of exercising these power and capacities, are limited by the objects and purposes for which the corporation was created.

Penobscot etc. vs. Lamson, 4 Shep. (Me) R., 224.

Judged alone by the provisions of the charter of 1864, it would be difficult to see precisely what were the objects and purposes for which the defendant corporation was created; but taken in connection with the charter of 1843 (and they must be taken together), it is evident that the purpose of the incorporation was the nurture, care and education of indigent children, and the support of an institution of learning. Whether the two acts be taken singly or together, no other purpose can be discovered for the incorporation unless it be to hold the title to the places of meeting of the subordinate lodges of the order. [§ 2 of charter of 1864, Rec., 164.] Now how could the purchase and ownership of stock in a corpor-

ation, bankrupt or solvent, be held to be necessary to the advancement of any of the objects named? If a corporation with such objects may buy and sell stocks, what may it not do? What is the limit of its operations? The defendant corporation may lawfully invest its funds in those things needful for the promotion of the ends of its creation. If it has any excess it may put it at interest, because the law of its being says it may. But it is hedged in to these uses of its money. The specification in the charter of the mode of investing the corporate funds in loans at interest, preclude all other modes of investment.

Scott vs. Depeyster, 1 Edwd. (N. Y.) Ch. R., 513.
Smith vs. Alabama Life Ins. & Trust Co., 4 Ala. R., 558.

In any view, therefore, that can be taken of the contract under consideration, it was *ultra vires* and void.

But the act of Assembly of 22d March, 1870, will be urged as enlarging the capacity of the defendant in respect to the quantum of property it may own, and as validating the contract of October, 1869.

The subject of the *quantum* of property the defendant might have power to own, was in no wise expressed or alluded to in the title of the act of 22d March, as required by Section XXXII of Article IV of the Constitution of Missouri [Wag. Stats., p. 49], and the provision relied on for the enlargement of the powers of the defendant was therefore void, and leaves the question just where it was before.

II.

The plaintiff's right to recover in this case can be sustained only upon the supposition that the resolutions in the record operated as a contract between the defendant and the *plaintiff*. They had no such operation. The record shows that

at the time of the adoption of the resolutions, the bonds sued on, and to which the resolutions relate, were in the hands of others, and did not come to the hands of the plaintiff for a half year or more afterwards.

There is nothing in the record to show that the defendant was moved to the adoption of the resolutions by any purpose *to aid the negotiation* of the bonds — or that the defendant was aware that the Hall Association proposed to negotiate the bonds; much less that the resolutions were to be used in aid of the negotiation.

There is nothing in the case to support the theory of the plaintiff that the resolution operated as a letter of credit by the defendant.

Lawrason vs. Mason, 2 Am. Leading Cases, and note, 220.

Unless the defendant *intended* to make itself answerable to others beside the corporation with which it was directly contracting, it is not so answerable; and, as bearing upon the question of whom the defendant supposed it was contracting with, and making itself answerable to, it is important to observe that the undertaking of the resolutions is to pay the $200,000 of bonds, as well the first as the second mortgage bonds—as well the $140,000 first mortgage bonds in the hands of Daniel G. Taylor, as the $60,000 second mortgage bonds in the hands of numberless creditors of the mortgagor, held as collateral, and that the delivery of the stock by the Hall Association is to be *simultaneous* with the payment of the bonds by the defendant. If the parties contemplated the simultaneous payment of money and delivery of the stock, they did not contemplate payment to any other than the Hall Association.

The contract was an entirety, and ought to be so held, and not to be so construed as to render defendant liable to as many different actions as there were holders of the bonds. On both grounds, therefore, the court properly charged the jury.

DRYDEN & DRYDEN, with
R. E. ANDERSON,
For the Def't in Error.